



City of Carthage, Missouri

CITY COUNCIL

March 10, 2026 - 6:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance to Flag**
4. **Calling of the Roll**
5. **Reading and Consideration of Minutes of Previous Meeting**
 1. Approval of February 24, 2026 Minutes
6. **Presentations/Proclamations**
7. **Public Comments**

(Each person addressing the Council shall state their name and address or the organization or firm represented and is limited to no more than five (5) minutes. The time may be extended by the chair if deemed necessary. Once a person has had their say on a particular issue they are not permitted to once again speak on the issue unless called to answer any further questions by the Council or Chair)
8. **Reports of Standing Committees**
 1. Agendas and Minutes of Standing Committees
9. **Reports from Special Committees and Board Liaisons**
 1. Agendas and Minutes of Special Committees
10. **Report of the Mayor**
11. **Reports/Remarks of Councilmembers**

(During reports/remarks of councilmembers, members of the council may take this opportunity to report on meetings, make comments and/or express concerns regarding current issues impacting the city, or make announcements concerning topics of interest of the council.)
12. **Administrative Reports**
13. **Report of Claims Presented Against the City**
 1. Motion and a second to approve the Claims
14. **Public Hearings**
15. **Old Business**
 1. C.B. 26-09 -- An Ordinance authorizing the Mayor to enter into a contract with Pyro Spectaculars, Inc. for the July 4, 2026 firework display in the amount of \$25,000.00, in the City of Carthage, Missouri.
 2. C.B. 26-10 -- An Ordinance authorizing the Mayor to enter into a contract with the Fair Acres Family Y, Inc. for Management of the Aquatic Facilities for the 2026 season in the amount of \$100,000.00, in the City of Carthage, Missouri.

3. C.B. 26-11 -- An Ordinance of the City of Carthage, Missouri, authorizing the Mayor to enter into a Facilities Study and Environmental Documentation Agreement with Southwestern Power Administration

16. New Business

1. C.B. 26-12 -- An Ordinance annexing certain adjacent territory known as Lot 13 in Breckenwood 3rd Addition, into the City of Carthage, Jasper County, Missouri as requested by Stephen Carlton.
2. C.B. 26-13 -- An Ordinance annexing certain adjacent territory which consists of a 24.23 acre parcel on East Fir Road, into the City of Carthage, Jasper County, Missouri as requested by Carthage R9 School District.
3. C.B. 26-14 --An Ordinance accepting the re-plat of Blackberry Briar Subdivision located East of Prospect Avenue between 13th Street and Budlong Street, in the City of Carthage Missouri, as requested by Wright Family Homes/Chris Wright.
4. C.B. 26-15 -- An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Zanevan Engineering, LLC for engineering services on the 3rd Street Bridge Replacement Project (BRO-R117002), in the City of Carthage, Missouri.

17. Mayor's Appointments

18. Resolutions

1. Resolution 2114 -- A Resolution providing for the formal acceptance of a donation to the City of Carthage's Fire Department by the City Council of the City of Carthage, Missouri pursuant to City policy.
2. Resolution 2115 -- A Resolution approving the recommendation of the McCune-Brooks Regional Hospital Trust for the distribution of funds in the amount of \$65,000.00 from the Restricted Trust Fund to the Jasper County Youth Fair.
3. Resolution 2116 -- A Resolution of the City Council of the City of Carthage granting an administrative lot split for property located at 1005 James Street (Manley's Addition Lot 28) as requested by Mayra Moralez Hernandez.
4. Resolution 2117 -- A Resolution authorizing a budget adjustment to the General Revenue Fund for Fiscal Year 2025-2026 for a line-item adjustment to Capital Outlay for the installation of park playground lights

19. Closing Comments

20. Executive Session

1. **CLOSED SESSION:** ACCORDING TO SECTION 610.021 (2), THE AGENDA INCLUDES THE POSSIBILITY OF A VOTE TO CLOSE PART OF THE MEETING TO DISCUSS LEASING, PURCHASE OR SALE OF REAL ESTATE BY A PUBLIC GOVERNMENTAL BODY WHERE PUBLIC KNOWLEDGE OF THE TRANSACTION MIGHT ADVERSELY AFFECT THE LEGAL CONSIDERATION THEREFOR.

21. Adjournment

1. Additional Packet Correspondence

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING

City of Carthage, Missouri

CITY COUNCIL

FEBRUARY 24, 2026 – 6:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

The Carthage City Council met in regular session on the above date in Council Chambers at 6:30 PM with Mayor David B. Flanigan presiding. Fire Chief Jason Martin gave the invocation. Assistant Police Chief Jeff Pinnell led the Pledge of Allegiance.

The following Council Members answered roll call: Derek Peterson, Juan Topete, Ray West, Jack Perkins, Alan Snow, Jana Schramm, and Ron Wells. Council Members Genaro Cifuentes, David Thorn, and Beth Kang were absent. City Attorney Jon Gold and City Administrator Traci Cox were also present.

The following Department Heads were present: Assistant Police Chief Jeff Pinnell, Fire Chief Jason Martin, Public Works Director Josiah Bayless, and Golf Operations Supervisor Cory Kerbs, and City Clerk Miranda Deal. Police Chief Chad Dininger and Parks and Recreation Director Richard Bonine were absent.

Mr. Topete made a motion, seconded by Mr. Snow, to approve the minutes of the February 10, 2026 regular Council meeting minutes. Motion carried.

Prior to public comments, the Mayor addressed the Mark Peterson case and said that he has been talking with the Attorney General's office and is waiting for more information.

During Public Comments, Mitsy Welch addressed the Council and asked if they would resolve her complaint against the police department.

Julie Reams, President of the Chamber, spoke on many of the free business resources that can be utilized by businesses in town. She also spoke on the Earth Day Celebration on April 18 from 10-2 in Central Park. The Empowering Women's Conference in May 13, there are monthly Men's group meeting, and there will be announcements in the near future about the 60th anniversary celebration of the Maple Leaf Festival.

Darren Collier, President of the CWEP Board, spoke on the council bill that is on first reading. He said that it is the first of three agreements that the Council will see and they are all related to getting the new substation put in out at the Economic Development Park.

Tiffany Cossey, 1306 S Main, appreciated the Mayor's comments on the Mark Peterson case, then suggested that the Council use their power to investigate what was said the night of the closed session where the vote was taken to do the forensic audit. She wants to find out what was told to the Council to determine if there are others that need

to be held accountable for the Mark Peterson case. She also believes the Council should hire an outside source that has no relations to the City to investigate payments that have been made between 2023-2025 to make sure there was proper approval for \$1,000 or more invoices.

Mr. Snow reported that the Budget Ways and Means Committee is between meetings. The next meeting is scheduled for March 9th at 5:30 pm.

Mr. Peterson reported that the Committee on Insurance, Audit and Claims meeting scheduled for this day was cancelled due to a lack of quorum. The next meeting is scheduled for March 10th at 5:30 pm.

Mr. Snow reported that the Public Safety Committee met February 23rd at 5:30. The traffic flow on Main and Maple was reviewed and the police and fire departments do not believe there is anything sufficient to change the traffic flow, they forwarded to the Public Works Committee to review as well. There was a discussion on redoing the handicap signs and painting at St. Ann's Catholic Church, it was also requested to add a third spot to the north of the others. This was also forwarded to Public Works to get the work done by the street department. They approved a donation of a pool table to the fire department that will be on the next Council agenda. The roof at Fire Station 1 needs to be redone, and an RFP will go out for replacement costs. The purchase of AED machines was approved, the money for these was received from the McCune Brooks Hospital Trust. Mr. Snow made a motion, seconded by Ms. Schramm, to approve the bid for 15 AED's, 8 battery packs, 8 electrodes and 8 carrying cases, for \$34,990.00 from Joplin Safety NET. Motion carried. They forwarded the resolution for the approval of the LEST grant, and the police and fire department presented their 5 year capital plans. The next meeting is scheduled for March 16th at 5:30 pm.

Ms. Schramm reported that the Public Services Committee met February 17th at 5:30. Becky Freeman asked to operate her Tropix food truck within Municipal Park and Fair Acres during the spring and summer sports seasons. Ms. Schramm made a motion, seconded by Mr. Peterson, to approve the operation of this food truck during the spring and summer. Motion carried. They also discussed the Earth Day Celebration and the use of Central Park. Ms. Schramm made a motion, seconded by Mr. West, to approve the use of Central Park on April 18 from 10-2 for the Earth Day Celebration. Motion carried. They discussed the new pool contract and the changes were hours are from 1-6 daily, \$5 gate fees, private rental fees increased, you can bring your own outside food and drinks, and on Wednesdays, there is free swim for Carthage residents. There was only one firework bid turned in and it is in Council Bill 26-09. Cory Kerbs discussed starting alcohol sales at the golf course, he presented the policies and pricing. Ms. Schramm made a motion, seconded by Mr. West, to approve the golf course to start selling alcohol effective immediately. Motion carried with 6 ayes and 1 nay with Mr. Wells casting the nay vote. The lime scooters were discussed, there is a community survey going around right now to get the citizens input on them. Mr. Bonine presented the 5 year capital plan for Parks and Golf. Ms. Schramm also reported that she would be going to Columbia, MO to meet Mr. Bonine at the MRRA conference and meet with

different pool vendors. The next meeting is being moved and is scheduled for March 23rd at 5:30 pm.

Mr. Peterson reported that the Public Works Committee is between meetings. The next meeting is scheduled for March 3rd at 5:30 pm.

Special Committee and Board Liaison reports were given by Mr. Perkins for the CWEP Board, Mr. Wells for the Civil War Museum Board, Ms. Schramm for Vision Carthage, and Mr. West for the Kellogg Lake Board

Mayor Flanigan reported that he will be having a meeting with Josiah and the County Commissioners to discuss a formerly adopted MOU with the County related to repair and clean up responsibilities on some of the roads within town. He reported on a meeting with CWEP members to get some of the ordinances updated and changed that relate to CWEP and their financial reports. He reported that the CEDC is working on some stuff out at the economic development park, and that MoDOT inspected the bridges recently and is requiring the City to shut down to two northernmost Garrison bridges due to extreme deterioration. The bridges will be closed to traffic at 8 am on Friday February 27.

During Remarks from Council Members, Mr. Peterson gave a brief history on the bridges and why nothing has been done about it and what the future looks like. The bridge committee has been working on a game plan of what to do and how to fund the replacement of all the deteriorating bridges within Carthage. Mr. Perkins said that he conducted his own survey of the scooters and 7 out of 10 people 79 and older don't want the scooter. Mr. Snow asked that the golf course alcohol policies be sent to Mr. Gold for review. He also mentioned that some of the other cities that have the electric scooters and bikes have other ordinances on file regarding the responsibility of the scooters and he believes we should look into doing something like that. Mr. Snow made a motion, seconded by Mr. Wells to amend the agenda to add Mayor's Appointments to the agenda in order for the Mayor to nominate someone for the Insurance Audit and Claims Committee. This motion was made due to the emergency situation of no committee quorum for the Insurance Audit and Claims Committee due to Mr. Cifuentes no longer coming to meetings, and Ms. Kang is out for a medical procedure. Motion carried. Mr. Snow also commented on Mitsy Welch's comments earlier during public comments, he stated that the Council does not and cannot get involved in police department matters and told Ms. Welch to file a complaint. She had asked the Council to meet in a special session to discuss her legal issues with Municipal Court and the Council does not have that power to do anything with the tickets or arrest that was made. Ms. Schramm mentioned that she had sent some Council Bill requests and draft Council Bills to Ms. Cox, the Mayor, Mr. Peterson, and Attorney Gold for their review. She said it is council bills left over after the 2024 year and she would like to get these issues cleaned up now. She also mentioned the charges against Mark Peterson getting dropped and she wants the Council to investigate what happened during the closed session on February 14, 2023 when the vote was taken to start the forensic audit. Mr.

Wells asked if the Police Department would be enforcing the age limit on the scooters since you have to be 18 to register through the app.

Public Works Director Josiah Bayless reported that him and Jeff Meredith had been going around the square and giving meeting information to the business owners and residents that will be impacted from the additional sidewalk project that extends off the immediate square. The meeting will be Thursday March 5 at City Hall and anyone is welcome to attend to discuss the project. He also reported that the Planning and Zoning Commission has many items on the next agenda that do not include the design guidelines. When the asphalt agreement gets approved tonight, Blevins will be able to pave the Macon street culvert and get that road back open hopefully next week. He reported on the meeting with the County on the road maintenance agreement. The emergency ordinance on the agenda is to correct the names on the plat that was recorded incorrectly.

Golf Operations Supervisor Cory Kerbs was present in place of Parks and Recreation Director Richard Bonine and reported that he was just sitting in and taking notes for Mr. Bonine.

Fire Chief Jason Martin reported that the storm spotter class has had 23 sign up so far, this does not include the numbers from his department. They will have to move that meeting to City Hall or Memorial Hall due to the numbers closer to the meeting on March 26.

City Administrator Traci Cox reported that the property tax revenues are currently \$6,500 higher than this time last year. HR Coordinator Michael Miller and herself met with the workers comp auditor and there were 4 bad years, and the city has had 2 good years recently and that will result in a 10% reduction in the experience mod. She attended the chamber board meeting and there are a lot of exciting things that Julie will be presenting in the future. She and Alan Snow attended the MML Legislative Conference last week and got to speak with many important politicians from the state. They spoke with the Lieutenant Governor about the bridges along with our area representative and senator and hopefully that can help open some doors on getting them fixed. She also addressed Ms. Cossey's comments about the audit and stated that her and her staffs role was to provide information and the bank statements we provided we also subpoenaed by the auditors. She has worked diligently to help stabilize and maintain trust within the City and she welcomes any review or inquiries into the city and will work with whomever to provide information. There have been changes made to the CIAC review of the claims by providing the check registers so everything is accounted for, and she is open to providing any information requested as long as it is allowed by law.

There was no report of the claims committee due to the lack of quorum for that meeting.

Under Old Business, C.B. 26-03 -- An Ordinance authorizing a special use permit for the operation of a Day Care Center located on the Northeast corner of River Street and

Airport Drive as requested by Kellen and Victoria Bounous, in the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 7 yeas and 0 nays. Ayes: Derek Peterson, Juan Topete, Ray West, Jack Perkins, Alan Snow, Jana Schramm, and Ron Wells. The Council Bill was approved and numbered Ordinance 26-03.

C.B. 26-04 -- An Ordinance amending the Carthage Municipal Code to establish a residency requirement for City Council Members within the district they represent was placed on second reading followed by a roll call vote of 7 yeas and 0 nays. Ayes: Derek Peterson, Juan Topete, Ray West, Jack Perkins, Alan Snow, Jana Schramm, and Ron Wells. The Council Bill was approved and numbered Ordinance 26-04.

C.B. 26-05 -- An Ordinance authorizing the Mayor to enter into a Road Easement Agreement with Swearingen Family Farms, LLC, for the purpose of constructing a road into the Economic Development Park was placed on second reading followed by a roll call vote of 7 yeas and 0 nays. Ayes: Derek Peterson, Juan Topete, Ray West, Jack Perkins, Alan Snow, Jana Schramm, and Ron Wells. The Council Bill was approved and numbered Ordinance 26-05.

C.B. 26-06 -- An Ordinance authorizing the Mayor to enter into an agreement with Mercy Health Southwest Missouri/Kansas Communities for a Temporary Construction Easement, for the purpose of constructing a road in the Economic Development Park was placed on second reading followed by a roll call vote of 7 yeas and 0 nays. Ayes: Derek Peterson, Juan Topete, Ray West, Jack Perkins, Alan Snow, Jana Schramm, and Ron Wells. The Council Bill was approved and numbered Ordinance 26-06.

C.B. 26-07 -- An Ordinance authorizing the Mayor to enter into a contract with Blevins Asphalt Construction Co., Inc. for the Annual Asphalt Paving Contract for fiscal year 2025-2026 in the City of Carthage, Jasper County, Missouri (\$71.50 per ton of asphalt) was placed on second reading followed by a roll call vote of 7 yeas and 0 nays. Ayes: Derek Peterson, Juan Topete, Ray West, Jack Perkins, Alan Snow, Jana Schramm, and Ron Wells. The Council Bill was approved and numbered Ordinance 26-07.

Under New Business, C.B. 26-08 -- An Emergency Ordinance to amend Council Bill 21-01, which approved the final plat of the Katie's 1st Addition generally located South of St. Louis Avenue and East of Robertson Avenue, in the City of Carthage, Missouri, as requested by Justin Holzwarth was placed on first reading.

Mr. Snow made a motion, seconded by Mr. Peterson, to move Council Bill 26-08 to second reading due to its emergency status. Motion carried.

C.B. 26-08 -- An Emergency Ordinance to amend Council Bill 21-01, which approved the final plat of the Katie's 1st Addition generally located South of St. Louis Avenue and East of Robertson Avenue, in the City of Carthage, Missouri, as requested by Justin Holzwarth was placed on second reading followed by a roll call vote of 7 yeas and 0 nays. Ayes: Derek Peterson, Juan Topete, Ray West, Jack Perkins, Alan Snow, Jana

Schramm, and Ron Wells. The Council Bill was approved and numbered Ordinance 26-08.

C.B. 26-09 -- An Ordinance authorizing the Mayor to enter into a contract with Pyro Spectaculars, Inc. for the July 4, 2026 firework display in the amount of \$25,000.00, in the City of Carthage, Missouri was placed on first reading with no action taken.

C.B. 26-10 -- An Ordinance authorizing the Mayor to enter into a contract with the Fair Acres Family Y, Inc. for Management of the Aquatic Facilities for the 2026 season in the amount of \$100,000.00, in the City of Carthage, Missouri was placed on first reading with no action taken.

C.B. 26-11 -- An Ordinance of the City of Carthage, Missouri, authorizing the Mayor to enter into a Facilities Study and Environmental Documentation Agreement with Southwestern Power Administration was placed on first reading with no action taken.

Mayor's Appointments was added to the agenda as an emergency item due to the Insurance Audit and Claims committee no longer having a quorum due to Mr. Cifuentes no longer attending and Ms. Kang being out on medical leave.

Ms. Schramm made a motion, seconded by Mr. Wells, to approve the Mayor's Appointment of Ray West to the Committee on Insurance Audit and Claims. Motion carried.

Under Resolutions, Mr. Snow made a motion, seconded by Mr. Peterson, to approve Resolution 2113 -- A Resolution providing for the formal acceptance of a donation to the City of Carthage's Police Department by the City Council of the City of Carthage, Missouri. Resolution 2113 was adopted after a roll call vote of 7 yeas and 0 nays. Ayes: Derek Peterson, Juan Topete, Ray West, Jack Perkins, Alan Snow, Jana Schramm, and Ron Wells.

During closing comments, Ms. Schramm mentioned the Soroptimist spud fundraiser that is Tuesday March 3rd. Mr. Wells asked Chief Martin to add him to the list for the storm spotter class. Mr. West asked for prayers for the two fallen officers from Christian County. Mr. Perkins brought up the age for the lime scooters.

Mr. Snow made a motion, seconded by Ms. Schramm, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 8:26 p.m.



February 23, 2026 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

Members Present: Alan Snow, Ray West, Juan Topete

Others Present: Mayor David Flanigan, City Administrator Traci Cox

Staff Present: Police Chief Chad Dininger, Fire Chief Jason Martin, Admin

Assist/Emergency Management Coordinator Morgan Housh

Citizens Present: Mitsy Welch, Barb Brightwell

2. Old Business

1. Approval of 1-26-26 Minutes

Chairman Snow made a motion to accept the 1/26/26 minutes as presented.

Councilman Topete made a motion to approve. Motion passed

3. Citizen Participation

(Each person addressing the Committee shall state their name and address or the organization or firm represented and is limited to no more than five (5) minutes. The time may be extended by the chair if deemed necessary. Once a person has had their say on a particular issue, they are not permitted to once again speak on the issue unless called to answer any further questions by the Committee or Chair)

Mitsy Welch was present at the meeting. She was not on the agenda. Chairman Snow allowed her to voice her complaint against the Carthage Police Department. No actions were taken and Mitsy will be speaking with the Police Department tomorrow to further discuss her concerns.

1. Consider and discuss traffic flow on Main and Maple between Centennial and Fairlawn - Tom Brekken

Tom Brekken was not present to discuss the traffic flow on Main and Maple between Centennial and Fairlawn. The committee had a brief discussion on the matter. Councilman Topete made a motion to forward to Public Works to review the concerns and the parking on Main and Maple between Centennial and Fairlawn. Motion passed.

2. Consider and discuss handicap signage in front of St. Ann Catholic Church - Barb Brightwell

Barb Brightwell spoke to the committee on the handicap signage in front of St. Ann Catholic Church. Mrs. Brightwell is requesting updating and additional handicap signage in front of St. Ann Catholic Church, located at the corner of Clinton Street and 10th Street. Currently, there are two designated spaces on Clinton Street directly in front of the church, one of the signs is missing, and the street markings are worn. She is requesting new signage and updated street markings for these two spots. In addition to these maintenance requests, she is also requesting a third handicap space be added at the north end of this row,

near the parking lot entrance off Clinton Street. Councilman Topete made a motion to forward to Public Works to update the current handicap spots and add an additional handicap spot. Motion passed.

4. New Business

1. Consider and discuss pool table donation acceptance. - Chief Martin
Chief Martin discussed the donation of a pool table to the Carthage Fire Department. Valerie Berry called the Fire Department about a used pool table that her mother would like to donate to the CFD. Councilman Topete made a motion to accept the donation of the pool table to the CFD. Motion passed.
2. Consider and discuss Fire Department Station 1 roof bid - Chief Martin
Chief Martin spoke with the committee on the current condition of the roof at Fire Station 1 (401 W Chestnut). Chief Martin has spoken with a couple of businesses on possible fixes or complete new roof options. Chief Martin will speak with Public Works to look at the condition of the roof and spec out needs. A sealed bid will be sent out with the specs. No motion taken.
3. Consider and discuss AED purchase with McCune Brooks Hospital Trust Grant proceeds. - Chief Martin
Chief Martin spoke to the committee on the purchase of AEDs with the McCune Brooks Hospital Trust Grant proceeds. Fifteen semi-automatic ZOLL AEDs (including one set CPR Uni-Padz and battery pack), eight additional battery packs, eight additional Uni-Padz, and eight carrying cases will be purchased from Joplin SafetyNET, LLC in the amount of \$34,990.00 from the McCune Brooks Hospital Trust Grant. Councilman Topete made a motion to approve the purchase of AED with the grant money in the amount of \$34,990.00 from Joplin SafetyNET LLC. Motion passed.
4. Consider and discuss acceptance of the LEST grant - Chief Dininger
Chief Dininger spoke with the committee on the Law Enforcement Sales Tax Grant (LEST Grant). This is a grant the Police Department gets every year and is a reimbursement grant. This year the Police Department was granted \$40,468.00 for unfitting equipment for patrol vehicle, forensic/reconstruction computer, ODET fees, FirstTwo Software, Adore FTO Software, body armor, and Bro-Outflow suppressors. Councilman Topete made a motion to accept the LEST Grant and forward it to full council for approval. Motion passed.
5. Consider and discuss Fire and Police Capital Budget review.
Chief Martin discussed and reviewed with the committee the Fire Department capital requests.
Chief Martin discussed and reviewed with the committee the Police Department capital requests.
No motions were needed.
6. Staff Reports

Fire Department

Chief Martin spoke briefly about the storm spotter class.

Police Department

No additional staff reports

5. Adjournment

Councilman Topete made a motion to adjourn at 7:15pm. Motion passed.

**--NOTICE OF MEETING--
PUBLIC WORKS COMMITTEE**

March 3, 2026

5:30 PM

CITY HALL

326 GRANT STREET

COUNCIL CHAMBERS

OLD BUSINESS

- **Consideration and Approval of minutes from Meeting on February 3, 2026, and Special Meeting on February 10, 2026.**

CITIZENS PARTICIPATION

- **Kate Kelly**

NEW BUSINESS

- **Discuss the next Dumpster Day scheduled for May 3rd from 3:00-6:00 pm.**
- **Consider and Discuss parking on Main & Maple between Centennial & Fairlawn.**
- **Consider and Discuss Contract between The City of Carthage and Zanevan Engineering for the 3rd Street Bridge**
- **Presentation of the Budget for the upcoming Fiscal Year and 5 Year Capitol.**

OTHER BUSINESS

STAFF REPORTS

- **Josiah Bayless**
- **Traci Cox**

ADJOURNMENT

**PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL
417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI)
AT LEAST 24 HOURS PRIOR TO THE MEETING.**

**POSTED: 02/27/2026
BY: Rachel Sutherland**

PUBLIC WORKS COMMITTEE

Public Works Department 623 E 7th Carthage MO 64836
Tele: (417) 237-7010 Fax: (417) 237-7011

"America's Maple Leaf City"



MARCH 3, 2026, PUBLIC WORKS COMMITTEE MEETING MINUTES

Committee Members present: Derek Peterson, Juan Topete, Jack Perkins and Ron Wells

Staff Members present: Josiah Bayless, Director of Public Works, Traci Cox, City Administrator, and Rachel Sutherland, Public Works Administrative Assistant.

Chairperson Derek Peterson called the Public Works Committee meeting to order at 5:30 p.m.

Citizens Present: Sally Stuart, Bren Flanigan, and Jana Schramm

Citizen Participation:

1. Sally Stuart from Vision Carthage, talked about cosmetic upgrades to The Whee Bridge. Vision Carthage is going to paint the bridge and put up hanging flower baskets. The Street Dept. has seal coated and painted Route 66 Stencil.
2. Clean Up Day will be April 18th to coincide with Earth Day. She is asking The Street Dept. to provide polycarts at Central Park.
3. The next Dumpster Day is May 3rd and will be at The YMCA from 1:00-4:00 pm. This will be the day after the City-Wide Yard Sale. I.D's will be checked at the gate for proof of Carthage residency.
4. Evening Soiree Fund Raiser will be held at Central Park on June 27th.

New Business:

1. Discussion of Dumpster Day, Street Dept will be onsite to assist with heavy items, compacting and organizing.
2. Discussion of possibility of change of street parking on Main St. and Maple St. between Centennial & Fairlawn, during Marion Days. The Committee has chosen not to take any formal action on this matter.
3. Discussion of the Contract between The City of Carthage and Zanevan Engineering for the 3rd St. Bridge. MoDot has reviewed and given the go ahead to move forward. Juan Topete made a motion to enter into the contract with Zanevan and forward to Council for a Bill. All Ayes, motion carried.
4. Josiah gave an update on the budget for FYE 2026 and explained that some projects will carry over into the next year. The Airport Sidewalk Project will be completed by June 30th.
5. Josiah presented the 5 Year Capital Budget and explained the items that are the most pressing to be completed or acquired first. Some discussion was made regarding continuing the sidewalk reimbursement program. This is to be determined.

Staff Reports:

- Traci is working on Agency Contracts and making good progress and feels there will be resolution soon with The Humane Society.

Juan Topete made a motion to adjourn the meeting at 7:00 p.m. All Ayes, motion carried.



City of Carthage, Missouri

BUDGET WAYS & MEANS COMMITTEE

March 9, 2026 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of Feb 9, 2026 N=Minutes
- 3. Citizens Participation**

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)
- 4. New Business**
 1. Consider and Discuss Budget Goals
 2. Consider and Discuss Budget Adjustment for Park Lighting Installation
 3. Staff Reports
- 5. Adjournment**

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING



City of Carthage, Missouri
**COMMITTEE ON
INSURANCE/AUDIT AND CLAIMS**

March 10, 2026 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of February 10, 2026 Minutes
 2. Review & Approval of the Claims Report
- 3. Citizens Participation**
(Citizens wishing to speak should notify Department Head or Committee Chair in advance)
- 4. New Business**
 1. Staff Reports
- 5. Adjournment**

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING



City of Carthage, Missouri

TREE BOARD

March 3, 2026 - 4:30 PM
Parks & Recreation Office
521 Robert Ellis Young Drive
Carthage, MO 64836

AGENDA

1. Old Business

1. Consider and approve minutes from the previous meeting.

2. Citizens Participation

(Citizens wishing to address the Board should notify the City in advance and provide the item they want to address in written format at least 24 hours before the meeting. Please call the Parks & Recreation office at 417-237-7035.)

3. New Business

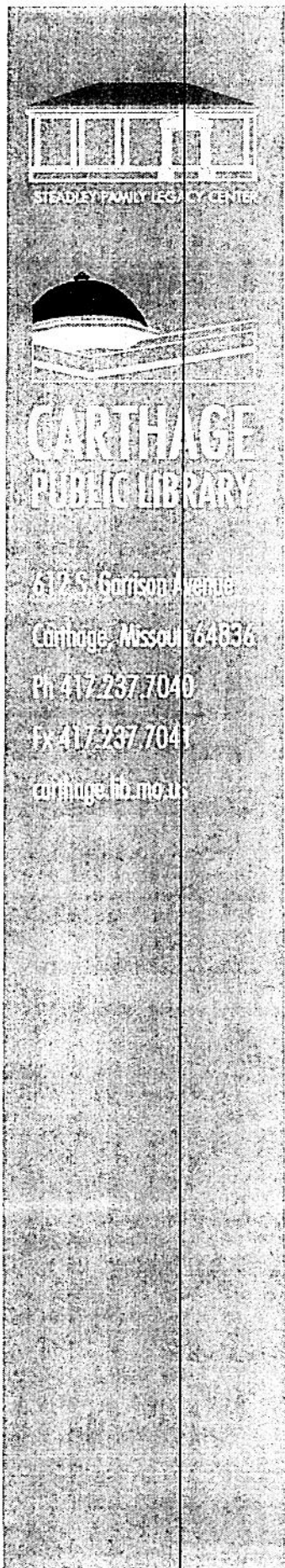
1. Consider and discuss Grand Street tree project.
2. Consider and discuss Arbor Day 2026.

4. Staff Reports

5. Other Business

6. Adjournment

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING



CARTHAGE PUBLIC LIBRARY BOARD OF TRUSTEES

Tuesday, March 10th, 2026, 5:15 p.m.

Carthage Public Library Board Room
612 S. Garrison Ave.

AGENDA

Roll Call of Members

Minutes from the Last Meeting

Financial Reports

Director's Progress and Service Report

President's Message

Council Liaison's Report

Committee Reports

Building Committee

Budget Committee

Community Relations

By-Laws

Library Gardens
Boylan Grant

Communications

Compensation/Wages

New Business

Payment of Bills

Adjournment

COUNCIL BILL NO. 26-09

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into a contract with Pyro Spectaculars, Inc. for the July 4, 2026 firework display in the amount of \$25,000.00, in the City of Carthage, Missouri.

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE,
JASPER COUNTY, MISSOURI** as follows:

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a contract with Pyro Spectaculars, Inc. for the July 4, 2026 firework display in the amount of \$25,000.00, a copy of which agreement is attached hereto and incorporated herein as if set out in full.

SECTION II: This ordinance shall take effect and be in force from and after its passage and approval.

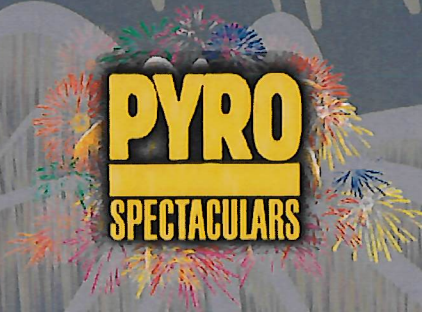
PASSED AND APPROVED THIS _____ DAY OF _____, 2026.

David B. Flanigan, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Services Committee



CITY OF CARTHAGE

PROPOSAL FOR CARTHAGE

PREPARED BY

Joey Taylor

PREPARED FOR

Angie Judd



January 31, 2026

CITY OF CARTHAGE

Angie Judd

521 Robert Ellis Young Dr
Carthage, MO 64836

Pyrotechnics | ☐ Close Proximity ☒ Display Fireworks ☐ Firecrackers
Theatrical Effects | ☐ Spark Machines ☐ Flames ☐ CO2 Cryo Jets ☐ Confetti/Streamers ☐ Lights ☐ Foggers
Drones | ☐ Light Animations ☐ Accents

Dear Angie Judd ,

We preformed:

City of Joplin MO display for 9 years - Contact Paul Bloomberg (417) 625-4750

City of Neosho MO for past 7 Years - Krysti Muhic (417) 451-8062

Table Rock Chamber of Commerce for 6 years - Lynn Harmon (636) 236-6101

We have also preformed your display for the past 6+ years.

Enclosed you will find three important documents that outline our Carthage proposal in detail:

1. **Product Synopsis - Proposal:** Provides the specifications of the devices and products to be used in your event.
2. **Production Agreement:** Presents the terms and conditions for the production of your event, including engagements, duties, and payment dates and amounts..
3. **Scope of Work:** Outlines the responsibilities and services to be provided by both **Pyro Spectaculars, Inc.** and **City of Carthage** that will be necessary for the execution of the production of your event, along with insurance limits and requirements

Pyro Spec reserves the right to increase the display price by 10% for each year.

If you have any questions, or wish to discuss your program in detail, please do not hesitate to contact me or your dedicated Customer Service Representative, Ashley Dasal at (417) 815-7976.

Sincerely,

Joey Taylor

jtaylor@pyrospec.com
(918) 813-9791

Pyro Spectaculars, Inc.

PYROTECHNIC PROPOSAL

CITY OF CARTHAGE

CARTHAGE | SATURDAY, JULY 04, 2026

\$25,000.00

MAIN DISPLAY (6 ITEMS)		
DEVICE NAME	QTY	TOTAL SHOTS
2.5" Designer Bombardment Shells	1	90
3" Designer Bombardment Shells	2	200
4" Designer Bombardment Shells	7	210
5" Designer Bombardment Shells	5	90
6" Designer Bombardment Shells	6	90
8" Designer Bombardment Shells	3	3
Main Display Totals	24	683

 Total Items: 6	 Total Quantity: 24	 Total Shots: 683	 Product Types: 1
--	--	--	--

Product descriptions are for specification of product quality, classification, and value. Final product selections will be based on availability, suitability, and overall artistic style.

PYRO SPECTACULARS, INC. PRODUCTION AGREEMENT

This agreement and scope of work, hereinafter referred to as "Agreement," is made this _____ day of _____, 20_____, by and between **Pyro Spectaculars, Inc.**, a California corporation, hereinafter referred to as "Pyro," and **City of Carthage**, hereinafter referred to as "Client." Pyro and Client are sometimes collectively referred to as "Parties" or individually as "Party."

SCOPE OF WORK

1. **Engagement** – Client hereby engages Pyro to provide to Client a production or series of productions that includes the following checked elements ("Production"), and Pyro accepts such engagement upon all of the promises, terms, and conditions hereinafter set forth ("Scope of Work"). The Production shall be substantially as outlined in the proposal from Pyro to Client dated **January 31, 2026**, attached hereto and incorporated herein by this reference.

2. Elements of the Production as described in the Proposal

Pyrotechnics	Theatrical Effects	Drones / Other
☐ Close Proximity ☒ Display Fireworks ☐ Firecrackers	☐ Spark Machines ☐ Flames ☐ CO2 Cryo Jets ☐ Confetti/Streamers ☐ Lights ☐ Foggers	☐ Light Animations ☐ Accents ☐ Other

3. **Fees, Interest, and Expenses** – Client agrees to pay Pyro a fee of **\$25,000.00 USD** ("Fee") plus permit and standby expenses for the Production as follows:

Initial Payment. A payment in the amount of **\$12,500.00**, plus estimated expenses of **\$0.00** is due upon execution of this Agreement by both Parties but no later than **Friday, March 13, 2026**.

Final Payment. A final payment of **\$12,500.00** plus any remaining outstanding amounts (e.g., estimate expenses) is due on **Friday, June 19, 2026**.

4. Pyro shall provide the following Services to Client:

a. Time and Place – The Production(s) shall take place as follows:

Date	Approx. Time	Location
Saturday, July 04, 2026	09:00 PM	Carthage Park - Carthage, City of

- b. **Pyro Services** – Pyro shall provide all services, trained technicians, equipment, products, shipping, application for specific permits covering Pyro services only, insurance covering the Production, and the other things on its part to be performed, including preproduction services, (hereinafter, collectively, "Services") as more specifically set forth in this Production Agreement and Scope of Work for each Production.
- c. **Expenses** – Pyro shall pay all normal expenses directly related to the Production, including freight, insurance as specified herein, and qualified personnel to set up and perform the Production. Client shall pay all costs related to the Production not supplied by Pyro, including, but not limited to, those items outlined as Client's responsibility in this Agreement and Scope of Work.
- d. **Preproduction** – Pyro shall provide preproduction Services and Costs for the Production as applicable, including advance acquisition of materials and products; design, engineering, programming, handling, storage, and maintenance of products, props, and systems; preparation of drawings, diagrams, listings, schedules, inventory controls, choreography, and computer code; picking, packing, labeling, staging, and loading of equipment, materials, and systems; transportation, and logistics and crew scheduling and support; explosive storage magazines with legally mandated distances, surfaces, security, housekeeping, and access controls; and necessary and appropriate vehicles, including legally mandated insurance and MCS90 explosives transportation coverage.

- e. **Permits** – Pyro shall make application only for specific fireworks related permits applicable to its Services only in the Production, including the to the local fire department and notices to FAA and USCG, if required. Client shall pay the costs of all permits in addition to the Fee.

5. Client shall provide the following to Pyro:

- a. **Site Arrangements** – Client shall provide a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 8 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.
- b. **On-Site Labor** - All on-site labor costs, if any, not provided or performed by Pyro personnel, including, but not limited to, local union requirements, all Site security, Police and Fire Department standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, and clean-up crew. All these additional personnel and services shall be fully insured by and the sole responsibility of Client.
- c. **Permitting** - Coordination and any applicable event permitting with the local, state or federal government that may hold authority within the Site and Production venue other than permitting expressly provided by Pyro. Costs of all permits required for the presentation of the Production and the event as a whole.
- d. **Safety Zone** - Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that Pyro is at the Site and the load site (if different) on the date(s) of the Production and all set-up and load-out dates, including land and water security to keep unauthorized people, vehicles, vessels, and aircraft from entering the Safety Zone.
- e. **General Services** - General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for Pyro personnel within the venue, secure parking for Pyro vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.

GENERAL TERMS AND CONDITIONS

6. **Proprietary Rights** – Pyro represents and warrants that it owns all copyrights, including performance rights, to this Production, except that Pyro does not own Client-owned material or third-party-owned material that has been included in the Production, and as to such Client-owned and third-party-owned material, Client assumes full responsibility therefore. Client agrees that Pyro shall retain ownership of, and all copyrights and other rights to, the Production, except that Pyro shall not acquire or retain any ownership or other rights in or to Client-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, Client consents to the use of Client-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. Pyro reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of Pyro is prohibited.

7. **Safety** – Pyro and Client shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within Pyro's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by Pyro for fireworks and confetti to fail or malfunction, or for Pyro to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of Pyro.

8. **Security** – Client shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by Pyro from entering an area to be designated by Pyro as the area for the set-up and discharge of the Production, including a fallout area satisfactory to Pyro where the fireworks and confetti may safely rise and any debris may safely fall. Pyro shall have no responsibility for monitoring or controlling Client's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

9. **Cleanup** – Pyro shall be responsible for the removal of all equipment provided by Pyro and clean up of any live pyrotechnic debris made necessary by PYRO. Client shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

10. **Permits** – Pyro agrees to apply for permits for the firing of pyrotechnics only from the Local Fire Department, FAA, and USCG, if required. Client shall be responsible for any fees associated with these permits including standby fees. Client shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

11. Insurance – Pyro shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with Pyro's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect Client from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from Pyro's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from Client's negligence or willful conduct or from failure of Client to perform its obligations under this Agreement, coverage for which shall be provided by Client.

The coverage of these policies shall be subject to reasonable inspection by Client. Certificates of Insurance evidencing the required general liability coverage shall be furnished to Client prior to the rendering of services hereunder and shall include the following: that the following are named as additionally insured: Client; Sponsors, Landowners, Barge Owners, if any; Permitting Authorities, with respect to the operations of Pyro at the Production; Subcontractors or providers, if any, not covered under their own policies of insurance required hereby

12. Indemnification – Pyro represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, Pyro shall indemnify, hold harmless, and defend Client and the additional insureds from and against any claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of Pyro, their officers, agents, contractors, providers, or employees. Client shall indemnify, hold harmless, and defend Pyro from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of Client, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

13. Limitation of Damages for Ordinary Breach – Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 11 and 12, above, in the event Client claims that Pyro has breached this Agreement or was otherwise negligent in performing the production provided herein Client shall not be entitled to claim monetary damages from Pyro beyond the amount Client has paid to Pyro under this Agreement, and shall not be entitled to claim or recover any consequential damages from Pyro including, without limitation, damages for loss of income, business or profits.

14. Force Majeure – Client agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of Pyro and Pyro which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which Client has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, Pyro is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which Client has purchased the Production be canceled as a result of such causes, Client may (i) reschedule the Production and pay Pyro such sums as provided in Paragraph 15, or (ii) cancel the Production and pay Pyro such sums as provided in Paragraph 16, based upon when the Production is canceled.

15. Rescheduling Of Event – If Client elects to reschedule the Production, Pyro shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. Client and Pyro shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks or confetti production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless Pyro agrees that such rescheduling will not adversely affect normal business operations during those periods.

16. Right To Cancel – Client shall have the option to unilaterally cancel the Production prior to the scheduled date. If Client exercises this option, Client agrees to pay to Pyro, as liquidated damages, the following percentages of the Fee as set forth in the Scope of Work, Paragraph 3.1. 1) 50% if cancellation occurs 30 or more days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event Client cancels the Production, it will be impractical or extremely difficult to fix actual amount of Pyro's damages. The foregoing represents a reasonable estimate of the damages Pyro will suffer if Client cancels the Production.

17. No Joint Venture – It is agreed, nothing in this Agreement or in Pyro's performance of the Production shall be construed as forming a partnership or joint venture between Client and Pyro. Pyro shall be and is an independent contractor with Client and not an employee of Client. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

18. Applicable Law – This Agreement shall be governed by, and venue shall be in, the state where the Production is to be performed. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the

full dollar amounts outlined in this Agreement are enforceable.

19. Notices – Any Notice to the Parties permitted or required under this Agreement may be given by tracked overnight courier requiring a signature which is effective the next business day, or by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows:

Pyro – Pyro Spectaculars, Inc., PO Box 2329, Rialto, CA, 92377, US, or for overnight delivery to 3196 N. Locust, Rialto, CA, 92377, US. With an email copy to General Counsel: gbrown@pyrospec.com.

Client – City of Carthage, 521 Robert Ellis Young Dr, Carthage, MO, 64836, US.

20. Modification of Terms – All terms of this Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

21. Severability – If there is more than one Client, they shall be jointly and severally responsible to perform Client's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by Client and after it is executed and accepted by Pyro at Pyro's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

22. Price Firm - EXECUTED AGREEMENT MUST BE RECEIVED TO Pyro BY Saturday, February 28, 2026. See Scope of Work, paragraph 3 b).

[Signatures on next page]

Price Firm Date Saturday, February 28, 2026

EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.

See PRICE FIRM conditions, paragraph 3b and paragraph 22, above.

Pyro Spectaculars Midwest, LLC

BY:



PRINT NAME: Matt Gilfillan

ITS: Vice President

DATE:

2/18/26

SHOW PRODUCER: Joey Taylor

City of Carthage

BY:

ITS:

PRINT NAME:

DATE:

COUNCIL BILL NO. 26-10

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into a contract with the Fair Acres Family Y, Inc. for Management of the Aquatic Facilities for the 2026 season in the amount of \$100,000.00, in the City of Carthage, Missouri.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a Management contract with the Fair Acres Family Y, Inc. to manage the Aquatic Facilities owned by the City of Carthage for 2026, for \$100,000.00, a copy of which is attached hereto and incorporated herein as if set out in full.

SECTION II: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2026.

David B. Flanigan, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Services Committee

Pool Management Agreement

THIS CONTRACT is made as of this ____ day of _____ 2026 by and between the City of Carthage, located in Missouri, hereinafter called "City" and Fair Acres Family Y, Inc., a non-profit company, hereinafter called "YMCA".

WHEREAS, the City owns the Municipal Pool in Municipal Park and the Wading pool in Central Park; and

WHEREAS, the City desires to retain YMCA to manage the operations of their pool facilities; and

WHEREAS, YMCA possesses the expertise and experience necessary to provide pool management services to the City.

NOW, THEREFORE, for and in consideration of mutual covenants herein contained, it is agreed as follows:

Section 1. Representations and Warranties of YMCA.

YMCA hereby represents and warrants as follows:

- Under this agreement, YMCA will manage the operations of both pools as per the scope of duties outlined in Section 2.
- YMCA is a non-profit company, organized in the State of Missouri.
- YMCA warrants and represents that its services provided under this Contract will at all times be performed and delivered in a competent, skillful and workmanlike manner and will in all respects be fit for their intended purposes.
- YMCA warrants and represents that it is duly qualified to do business in Missouri and that it possesses all necessary authority to transact business in the state.

Section 2. Services to be provided by YMCA.

YMCA shall provide the following managerial and operational services:

2.1. Operations and Maintenance of Pools.

- YMCA shall provide for the operation of the pools during the following hours

Municipal Park Pool Saturday of Memorial Day to the Second Weekend in August

Open Daily 1:00 - 6:00 p.m.

Central Park Pool Open by the 10th of June to the Second Weekend in August.

Monday - Friday Noon - 4:00 p.m.

Pool hours may decrease or increase, based on need or holiday. The YMCA may close the pool for up to two swim meets (3 days) without authorization from the City. Additional days and swim meets with approval of the Parks Director.

- YMCA is solely authorized to conduct swimming instruction, water exercise programs, and swim team activities. Private parties will be scheduled by YMCA and staffed by YMCA personnel at the rate of \$300 for Municipal and \$125 for Central for 2 hours. In general, the YMCA agrees to provide the personnel necessary to organize, publicize, manage and operate the City's swimming pool facilities. Also, the YMCA agrees to be liable for the operating costs incurred by these programs.

2.2 Spring Opening: Access to the facility for this preparation work is to be coordinated with the Director of Parks and Recreation.

YMCA will:

- Set up, clean and prepare for usage of all movable equipment, including tables, chairs, lounges, umbrellas, lifeguard chairs, etc.
- Place lifeguard chairs.
- Check and test equipment, i.e. chemical feeders, etc. and report status to Director of Parks and Recreation.
- Check diving boards and towers.
- Furnish, store and inject necessary chemicals for operation of the pools.
- Clean pool area within the pool enclosure.
- Clean the locker room and restroom facility daily.
- Be responsible for check out and handling of facility keys to staff.
- Offer limited concessions (guests can bring their own food and drinks)
- Provide free dinners for children Monday - Friday

City will:

- Paint Pools as needed.
- Clean pools.
- Fill pools.
- Install diving boards, basketball goals, ladders, shade and umbrella tarps.
- Provide pool vacuum.

2.3 Operation of The Pools

YMCA will use reasonable care and diligence to provide the following services for the operation of the Pools:

- Maintain records attendance, sales and purchases.
- Furnish and supply necessary consumable first aid supplies adequate to the size of each pool facility. First aid kit will include a pocket mask with a one-way valve, and a bodily fluid exposure kit. YMCA shall provide first responder first aid kits, including rubber gloves and pocket mask with one-way valve, for all on-duty personnel.
- Provide a backboard for the pool at the Municipal Park.

- Provide rescue equipment for lifeguards.
- Vacuum pools. Each pool will be vacuumed entirely a minimum of one time a week to maintain a clean appearance and be free of all debris.
- Work with the Director of Parks and Recreation in handling complaints. YMCA will retain a record of all problems brought to their attention
- Conduct in-service training as per guidelines of Red Cross or equivalent.
- The City will review this log at weekly intervals. A daily log of communication will be kept in the manager's office.
- Keep detailed records of any pullouts where a lifeguard enters the water for a rescue, describing the circumstances surrounding the incident and denoting the specific location of the pull out.
- Clean the facility, including: guard and manager office areas, bathhouse, all areas within the fencing, and restrooms. When possible cleaning to be completed outside of operational hours.
- Maintain water chemistry tests and records as required by the State.
- Pricing for the community will be as follows:
 - ▶ YMCA member's entrance fee has been negotiated into the contract total
 - ▶ \$5 general admission
 - ▶ Free swim will be offered on Wednesdays for Carthage residents.

2.4 Fall Closing / Winterizing

YMCA will:

- Remove and store movable equipment.
- Clean outdoor restrooms, lifeguard room, pump room, breezeway entry, deck area, storage areas, etc.
- Remove hair and debris from hair and lint traps.
- An end of season inspection shall be conducted immediately upon conclusion of the pool season, and a written report submitted to the Director of Parks and Recreation. The YMCA shall perform reasonable inspections of all equipment and advise the owner of needed repairs and/or replacement of defective, worn, or damaged equipment in the year-end written report.
- The YMCA shall also be responsible for inspecting pool signage and shall advise the City of any needed replacements to ensure safe pool operations.
- Return all keys to the Director of Parks and Recreation.

City will:

- Drain and store hoses.
- Drain filtration system.
- Drain all plumbing necessary for winter
- Drain appropriate pools.
- Store all ladders, check diving boards and furniture.
- The cost of any necessary winterizing will be borne by the City.

2.5 Operational Supplies/Utilities

YMCA will:

- Furnish necessary chemicals and first-aid supplies as specified, for the pool operation during the season.
- Furnish all equipment supplies necessary to operate the pool.
- Provide janitorial supplies (paper towels, soap, trash bags, toilet paper, cleaners and light bulbs) for the facility.
- Be responsible for the care of City property used for the operation of Pools and said equipment shall be returned to the City at the end of the season in the same condition as received, reasonable wear and tear expected.
- Try to prevent losses and damages to City owned property during hours of operation.

Damaged or malfunctioning equipment should be reported immediately to the Director of Parks and Recreation. A checklist of City owned equipment will be filled out by the City and YMCA each year at opening and closing.

City will:

- Maintain, backwash and operate the filter equipment in accordance with manufacturers' requirements.
- Furnish water, telephone, electricity, gas and internet and pay for the same.
- Provide pool vacuum for cleaning and necessary chemical disbursement equipment.
- Provide four (4) sets of keys for locks that access the pool, bathhouse and equipment areas.

2.6 Maintenance and Replacement of City Owned Equipment

Repairs and replacement of equipment needed during the season to continue the operation of Pools and to maintain health and safety standards shall be the responsibility of the City. The City is responsible for the maintenance and replacement of the buildings, structures, utilities, and surrounding areas including shrubbery.

Section 3. Personnel

- The YMCA shall furnish sufficient personnel for the operation of a safe and sanitary pool.
- All lifeguards will hold a minimum qualification of an advance lifeguarding certificate from Red Cross or equivalent. All certifications must be current. Staff will be at least 15 years of age. Said personnel will be furnished in a manner to operate the facilities in the safest manner possible and in the best interests of the City.
- All management personnel (pool manager, pool assistant manager and head guards) shall be trained in administering first aid, CPR and the function and operation of Spinal Backboards
- All staff must be uniformly identified at all times in Lifeguard uniform clothing.
- All personnel employed by the YMCA in the performance of fulfilling a contract for the operation of the Pools shall be considered employees of the YMCA and not the City. All personnel employed by the YMCA shall be paid in accordance with the minimum State and Federal Wage and Hour Laws.
- The YMCA shall be responsible for the payment of all employment taxes and Social Security taxes related to the employment of said personnel.
- The YMCA shall provide the Parks and Recreation Director with a list of current employees

including names, addresses, age, certifications of every employee working on the City's property upon request.

- The YMCA shall have the authority to close the Pools during inclement weather. The YMCA shall have the personnel available seven (7) days a week, to attend to any problems that may arise.
- Additionally, The City may determine if the facility will be closed for the day.

The pool shall normally be staffed for all public session swimming times at the following typical levels.

<u>1</u>	Pool Manager, Assistant manager, or Head guard
<u>5-6</u>	Lifeguards at the Municipal Pool
<u>1</u>	Lifeguards at the Central Park Wading Pool
<u>1-2</u>	Concessions/Gate

Section 4. Method of Payment.

The undersigned, having examined and being familiar with the conditions affecting the service desired to be performed as outlined in the specifications and other contract documents relating to both Pools hereby agrees to perform everything required and to provide and furnish any and all labor, materials, chemicals, tools, and expendable equipment necessary to operate the Pools in a safe, healthy, sanitary and efficient manner, in strict accordance with aforementioned contract documents for the sum hereafter specified. The YMCA agrees to provide all items as listed in the accompanying specifications as part of the base bid "Management Fee".

Due	2026
April 15	\$20,000
May 15	\$20,000
June 15	\$20,000
July 15	\$20,000
August 15	\$20,000
Total Management Fee Bid	\$100,000

- This amount includes 4th of July community free swimming and extended hours at no charge for that holiday. Includes:
 - ▶ Time and a half for employees
 - ▶ 8 hours open (instead of 6)
 - ▶ No gate fees on that day

Section 5. Health and Safety Standards

YMCA shall meet all Local, State and Federal requirements as they relate to its operation.

The City shall have the ultimate authority and responsibility for compliance with the Virginia Graeme Balcer Pool and Spa Safety Act and Americans with Disability Act compliance. YMCA shall

communicate with the Parks and Recreation Director about any violations it observes under the Acts.

Section 6. Services to be Provided by City

The City will be responsible for the repairs of the buildings and structures, utilities and surrounding areas including shrubbery, except policing for trash, waste, garbage and other debris.

The City shall provide YMCA four sets of keys for locks that access the facility.

Section 7. Insurance:

YMCA shall procure and maintain, for the duration of the contract, insurance of the types and minimum amounts as follows and name City as an additional named insured.

7.1 Worker's Compensation Insurance

YMCA shall procure and shall maintain during the Term of the Agreement, Worker's Compensation Insurance for all of its employees to be engaged and perform work under the Agreement.

7.2 Comprehensive General Liability Insurance.

YMCA shall carry commercial general liability which includes bodily injury and property damage. The policy will include protection for and subject to the minimum limits set forth below:

General Liability \$1,000,000 each occurrence/\$2,000,000 Aggregate combined single limit bodily injury and property damage.

The policy will include protection for the following hazards:

- Premises and Operation
- Independent YMCA's Coverage
- Products and Completed Operations Liability Coverage
- Personal Injury Liability
- Broad Form Property Damage
- Shall name the City as an additional insured

7.3 Satisfactory Coverage.

The insurance which YMCA is required to obtain and maintain pursuant to this Section shall be written by a company or companies licensed to do business in the State of Missouri. YMCA shall not allow any policies to be canceled or permit the policies to lapse during the Term of the Agreement.

7.4 Indemnification.

YMCA shall, at its sole cost and expense, indemnify, hold harmless and protect the City, including its officers and employees, from and against any and all claims, damages, costs or expenses (including court costs and reasonable attorney's fees) for any claim arising out of YMCA's negligent acts under this Agreement; provided, however, that this hold harmless and indemnification shall not apply where

such claims, actions, damage, liability, or expenses result from any omission, fault, negligence, or misconduct on the part of the City, its agents, servants, employees, YMCAs, or licensees. Notwithstanding the foregoing, YMCA's indemnity obligations are limited solely to the extent directly caused by YMCA's fault or negligence.

Section 8. Independent YMCA

YMCA is retained by City only for the purposes of, and to the extent set forth in, this Contract, and the relationship of YMCA with City under this Contract during the term of this Contract shall be that of an independent YMCA and not an employee, partner, member, owner, officer, director or other agent of City. YMCA agrees to devote sufficient time, effort, resources, ability, skill and attention as may be necessary for YMCA to perform the services required to be provided to City under this Contract, but performing such services subject to the provisions of this Contract, all applicable laws, rules, regulations governing the business of YMCA and the work to be performed hereunder.

YMCA shall not be considered by reason of the provisions of this Contract or otherwise as being an employee of City. This Agreement will not be deemed to create a partnership, joint venture, agency or fiduciary relationship between the parties. YMCA shall have no right to bind City to any agreement with any other person or entity and is not authorized to act for City in any manner except as expressly set forth in the Agreement.

Section 9. Notices.

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address described below or at such other address as the receiving party may have theretofore prescribed by notice to the sending party, or by electronic communication or via hand delivery.

YMCA
Attn: Director or Registered Agent
2600 Grand Avenue
Carthage, MO 64836

The City of Carthage
Attn: Director of Parks and Recreation
720 Robert Ellis Young Drive
Carthage, MO 64836

Section 10. Changes.

No change in this Contract shall be made except in writing prior to the change in work or terms being performed. YMCA shall make any and all changes in the Work without invalidating this Contract when specifically required to do so in writing by the City. YMCA, prior to the commencement of such changed or revised work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. No work or change shall be undertaken or compensated for without prior written authorization from the City.

Section 11. Termination.

This Contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Contract. The non-performing party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The City shall have the right to terminate the Contract at any time if the pool is unable to open or if the pool is forced to close for maintenance reasons or becomes generally inoperable, by giving YMCA written notice to such effect.

- The City **shall** pay to YMCA in full satisfaction and discharge of all amounts owing to YMCA under the Contract an amount equal to the cost of all Work performed by YMCA up to such termination date, less all amounts previously paid to the YMCA on account of the Contract Price. This is not the full payment but payment to make the YMCA whole for all money paid up to the cancellation including salaries and expenses.
- YMCA shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within sixty (60) days after such date of termination. The City shall not be liable to YMCA for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

Section 12. Accounting.

During the period of this Contract, YMCA shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by YMCA.

Section 13. Entire Agreement.

This contract contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties. Any oral representations or modifications concerning this instrument are of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

Section 14. Severability.

All parties agree that should any provision of this contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this contract, which shall continue in full force and effect.

Section 15 Transferability.

Neither City nor YMCA shall assign any rights or duties under this Contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Contract

Section 16 Satisfactory Performance.

The City shall have the right to notify YMCA of any performance by its employees that is detrimental to the best interest of the City, and YMCA agrees to correct such performance within seven (7) days.

Section 17 Third Party Rights.

Nothing in this Contract is intended to benefit any third party not a party to this Contract, and no provision of this Contract shall confer any rights upon any such third party.

Section 18 Venue.

This Agreement shall be governed by the laws of the State of Missouri. Any legal action or proceedings relating to this Agreement shall be instituted only in Jasper County, Missouri.

IN WITNESS WHEREOF, the parties have made and executed this contract in multiple copies, each of which shall be an original.

CITY OF CARTHAGE

YMCA

By: David B. Flanigan, Mayor

ATTEST:

ATTEST:

By: City Clerk

Equipment List

City owns:

- Shade structures
- Ladders
- Pool Vacuum
- ADA Compliant Lift
- Diving Boards
- Picnic Tables
- Large Drink Cooler
- Racks/Shelves
- Everything except baby changing tables in restrooms and office

YMCA owns:

- Lifeguard chairs (4)
- Basketball goals
- Umbrellas
- Rocking chairs
- Loungers
- Signage
- Fridge
- Freezer
- Microwaves
- Air Conditioning Unit
- All cooking Equipment

COUNCIL BILL: 26-11

ORDINANCE NO: _____

AN ORDINANCE OF THE CITY OF CARTHAGE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A FACILITIES STUDY AND ENVIRONMENTAL DOCUMENTATION AGREEMENT WITH SOUTHWESTERN POWER ADMINISTRATION

WHEREAS, The Carthage Water & Electric Plant Board (“The CWEP Board”) finds and determines it desirable and necessary to install an additional transformer in the Carthage Substation owned by Southwestern Power Administration (“SWPA”) to help relieve capacity concerns and provide for future system growth; and

WHEREAS, the addition of the transformer will require expansion of the 161-kilovolt buswork into a new bay, addition of 69-kilovolt equipment into the existing buswork to establish a dedicated bay, and connection of the transformer and all associated equipment; and

WHEREAS, various rights, duties, and responsibilities exist between the City of Carthage and SWPA, with regards to the SWPA-owned substation and the addition of the transformer, necessitating a facilities study and environmental documentation agreement (“the Agreement”) be completed between the parties; and

WHEREAS, the CWEP Board passed a resolution on February 19, 2026, recommending and requesting the City of Carthage enter into the Agreement with SWPA;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CARTHAGE, MISSOURI, AS FOLLOWS:

Section 1. Approval of Facilities Study and Environmental Documentation Agreement. The Mayor of the City of Carthage is hereby authorized to enter into a Facilities Study and Environmental Documentation Agreement (“the Agreement”) with Southwestern Power Administration as presented. The City Clerk is authorized to affix the City’s seal thereto and attest said seal.

Section 2. Further Authority. The officers, agents and employees of the City and of Carthage Water & Electric Plant and the CWEP Board are authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the Agreement.

Section 3. Effective Date. This Ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2026.

David B. Flanigan, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: CWEP Board

Contract No. DE-PM75-26SW00916

UNITED STATES
DEPARTMENT OF ENERGY
SOUTHWESTERN POWER ADMINISTRATION

FACILITIES STUDY AND
ENVIRONMENTAL DOCUMENTATION AGREEMENT

BETWEEN

SOUTHWESTERN POWER ADMINISTRATION

AND

CITY OF CARTHAGE, MISSOURI

Section 1. Background. (a) Under this Facilities Study and Environmental Documentation Agreement (hereinafter "Agreement") between the City of Carthage, Missouri (hereinafter "Carthage") and Southwestern Power Administration (hereinafter "Southwestern"), Carthage proposes that an additional transformer be installed for Carthage's use in the Carthage Substation owned by Southwestern. The addition of the transformer will require expansion of the 161-kilovolt (kV) buswork into a new bay, addition of 69-kV equipment into the existing buswork to establish a dedicated bay, and connection of the transformer and all associated equipment. For the purposes of this Agreement, the project shall be referred to as the "Carthage Transformer Addition." (Southwestern and Carthage being hereinafter sometimes referred to individually as "Party" and collectively as "Parties").

Section 2. Purpose. The purpose of this Agreement is to: (1) provide for the responsibilities of the Parties in the development and review of the design of the Carthage Transformer Addition; (2) ensure that the proposed Carthage Transformer Addition satisfies Southwestern's technical and property requirements; and (3) ensure that Southwestern's environmental and cultural resource review and documentation requirements are met, under the terms and conditions as set forth in the following sections.

Section 3. Definitions

(a) Compliance Enforcement Authority. The term “Compliance Enforcement Authority,” as used herein, shall mean the Regional Entity with which Southwestern participates, currently Midwest Reliability Organization, or its successor organization, in its role of monitoring and enforcing compliance with the Reliability Standards and Rules of Procedure of the North American Electric Reliability Corporation (hereinafter “NERC”), or its successor organization, as amended.

(b) Good Utility Practice. The term “Good Utility Practice,” as used herein, shall mean any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region in which the Parties operate.

(c) System of Carthage - The generation, transmission, and related facilities owned by Carthage, and/or the generation, transmission, and related facilities owned by others, the capacity of which, by contract, is available to and utilized by Carthage to satisfy its requirements and obligations to Southwestern under this Agreement.

(d) System of Southwestern. The term “System of Southwestern,” as used herein, shall mean the generation, transmission, and related facilities owned by Southwestern, and/or the generation, transmission, and related facilities owned by others, the capacity of which, by contract, is available to and utilized by Southwestern to satisfy its requirements and obligations to Carthage under this Agreement.

Section 4. Design and Ownership. (a) Carthage shall be responsible for the development of the design, procurement, construction, and installation of the Carthage Transformer Addition at the Southwestern Carthage Substation to include, but not limited to, facilities described in Section 4(e), subject to the provisions of this Agreement and subject to Southwestern’s General Requirements for Interconnection, including review and approval by Southwestern of the Carthage Transformer Addition design and project documents. Following construction of the Carthage Transformer Addition, and pursuant to a separate agreement between the Parties

providing for the new point of interconnection, Carthage shall own the new transformer being installed as part of the Carthage Transformer Addition.

(b) Facilities to be owned by Southwestern in Southwestern's Carthage Substation pursuant to this Agreement, including but not limited to the ownership transfer of the new 161-kV bay addition and related equipment, shall be designed in accordance with Southwestern's requirements and technical standards as established pursuant to this Agreement. Facilities to be owned by Carthage in Southwestern's Carthage Substation pursuant to this Agreement shall be designed in accordance with either Southwestern or Carthage design criteria, consistent with Southwestern's General Requirements for Interconnection and with Section 4(e) of this Agreement; Provided, That, protective relay design and settings shall be subject to the approval of both Parties regardless of ownership.

(c) Drawings created by Carthage pursuant to Sections 4(a)-(b) of this Agreement shall be owned and maintained by Carthage and provided to Southwestern.

(d) During Carthage's design of the Carthage Transformer Addition, Southwestern may, at its sole option and discretion, perform load flow, short circuit, and stability analyses to identify impacts to the System of Southwestern and neighboring systems associated with the interconnection. Such review may include coordination with Southwest Power Pool, Inc. (hereinafter "SPP").

(e) Southwestern shall determine the facilities required for Carthage to interconnect with the System of Southwestern, and shall provide Carthage with the requirements for such facilities, including, but not limited to:

- i. type of interrupting devices such as breakers, circuit switchers, disconnect switches, and associated control cable and conduit;
- ii. structures such as H frame and dead-end structures and associated bus work;
- iii. modifications to Southwestern's transmission lines including Fiber Optic Ground Wire (hereinafter "OPGW") and OPGW terminal equipment;
- iv. telemetering and communications equipment including meters, current transformers, potential transformers, Supervisory Control and Data Acquisition, Remote Terminal Unit, fiber optics, microwave, radio, leased phone line, etc.;
- v. control building, environmental controls, panels, etc.; and
- vi. site construction materials including fencing and necessary access roadwork.

(f) In the event the facilities determined to be necessary for the Carthage Transformer Addition pursuant to Section 4(e) of this Agreement are inconsistent with the requirements of Southwestern's General Requirements for Interconnection, the facilities determined pursuant to Section 4(e) of this Agreement shall prevail when such facilities, in Southwestern's sole opinion, do not degrade the reliability of the System of Southwestern and are consistent with the requirements of Southwestern, or when, in Southwestern's sole opinion, such facilities create greater reliability on the System of Southwestern, or facilitate maintenance schedules under the review of the Compliance Enforcement Authority overseeing such activities by Southwestern.

(g) Southwestern shall develop a conceptual design of communications and system protection equipment determined by Southwestern to be necessary for the reliable operation and maintenance of the System of Southwestern to include, but not limited to, protective relaying, telemetering and communications equipment including meters, current transformers, potential transformers, Supervisory Controls and Data Acquisition, Remote Terminal Units, fiber optics, radio, and leased phone lines. Southwestern shall provide such conceptual design to Carthage as soon as practicable for review and inclusion in the overall Carthage Transformer Addition design.

(h) Southwestern shall own and maintain any drawings created by Southwestern pursuant to Section 4(g) of this Agreement.

Section 5. General Requirements. (a) The Parties recognize that all work to establish and maintain the Carthage Transformer Addition shall be performed at Carthage's expense and at no expense to Southwestern in accordance with Section 9 of this Agreement.

(b) Southwestern's work under this Agreement shall be performed in accordance with Southwestern's General Requirements for Interconnection and the Department of Energy's National Environmental Policy Act (hereinafter "NEPA") Implementing Procedures 10 CFR Part 1021.

(c) In the performance of its work pursuant to this Agreement, Southwestern may request in writing, and Carthage agrees to provide within 30 days of such written request, information about the Carthage Transformer Addition proposal including, but not limited to, proposed facility configurations, facility site information, communications, land use plans, and environmental and cultural resource documentation.

(d) Southwestern shall perform, or cause to be performed, reviews, assessments, site visits, surveys, and other actions as necessary to complete Southwestern's responsibilities under this Agreement.

(e) Carthage and Southwestern shall each designate a representative (hereinafter "Designated Representative") who shall represent their respective organizations in all matters arising under this Agreement. The Designated Representatives shall be responsible for coordinating and implementing, on an ongoing basis, the terms and conditions of this Agreement, as well as other matters which may be delegated to them by mutual agreement of the Parties. Written notices required under this Agreement shall be sent to the respective Designated Representatives in electronic or hard copy format.

(f) Work under this Agreement shall be performed in accordance with Good Utility Practice and to satisfy any NERC requirements on Southwestern as administered or monitored by the Compliance Enforcement Authority applicable to Southwestern.

(g) Provisions applicable to this Agreement are set forth in Southwestern's General Contract Provisions, attached as Exhibit "1" to this Agreement and by this reference incorporated herein. Definitions set forth in this Agreement shall also apply to their respective terms used in Exhibit "1", and the term "Customer," used in Exhibit "1", shall mean Carthage. Any specific terms and conditions set forth in this Agreement shall have precedence over any provision contained in Southwestern's General Contract Provisions to the extent consistent with statutes and regulations of the United States.

Section 6. Property Requirements. (a) The Parties agree that Southwestern owns the real property upon which the proposed Carthage Transformer Addition is to be constructed.

(b) Southwestern shall own equipment located on the real property specified in Section 6(a) of this Agreement which Southwestern, in its sole judgment, considers to be integral to the System of Southwestern.

(c) Southwestern shall grant Carthage a license to use the real property specified in Section 6(a) of this Agreement for the operation, maintenance, repair, inspection, and replacement of any equipment to be owned by Carthage.

Section 7. Environmental and Cultural Resource Requirements. (a) For the purposes of Southwestern's NEPA requirements, Carthage and Southwestern agree the Carthage

Transformer Addition proposal fits within the class of actions that is listed in DOE's NEPA implementing guidelines, Appendix B to 10 CFR Part 1021, Subpart D, Part B4.6, "Additions or modifications to electric power transmission facilities within previously disturbed or developed area." Therefore, Southwestern may issue a Categorical Exclusion, if no extraordinary circumstances are evaluated during the NEPA review, in order to fulfill its environmental requirements prior to construction of the Carthage Transformer Addition. Cultural Resources requirements shall be implemented in accordance with Section 106 of the National Historic Preservation Act. The Advisory Council on Historic Preservation has defined a federal undertaking in 36 CFR Part 800.16(y) as a project, activity, or program funded in whole or in part under the direct or indirect jurisdiction of a federal agency. Southwestern may require a Phase I Archaeological Survey on previously undisturbed or unevaluated areas within the footprint of the Carthage Transformer Addition. Should a Phase I Archaeological Survey be required, Southwestern will implement Tribal and State Historic Preservation Office coordination after receiving the final Phase I Archaeological Survey report from the City of Carthage.

(b) Should any adverse environmental impacts be identified through Southwestern's review of the design of the Carthage Transformer Addition, Southwestern agrees to coordinate with Carthage to identify mutually acceptable mitigations; Provided, however, that final authority to approve such mitigations shall be vested in Southwestern pursuant to Southwestern's then-effective statutory authorities to approve such mitigations.

Section 8. Southwestern Deliverables. Upon completion of Southwestern's work under this Agreement, Southwestern shall provide to Carthage:

- i. written acknowledgement of Carthage's design of the Carthage Transformer Addition as approved by both Parties;
- ii. draft copies of necessary permits and other documentation necessary to fulfill Southwestern's property requirements on forms mutually acceptable to Southwestern and Carthage;
- iii. written acknowledgement that Southwestern's environmental requirements have been or are being fulfilled; and
- iv. the conceptual design of system protection, controls and communications equipment, pursuant to Section 4(g) of this Agreement, for inclusion in the overall Carthage Transformer Addition design.

Section 9. Reimbursement for Work under this Agreement (a) Carthage shall reimburse Southwestern for Southwestern's work under this Agreement, which Southwestern estimates to be \$50,000. Upon execution of this Agreement, Southwestern shall submit an invoice to

Carthage for \$50,000. Southwestern shall not undertake any work under this Agreement until such funds are received by Southwestern from Carthage. If Carthage does not make such payment within 45 days after the date of Southwestern's invoice to Carthage pursuant to this Section 9(a), this Agreement shall terminate and be without further force or effect. Such termination shall not result in a penalty to either Party.

(b) Reimbursement for Southwestern's work under this Agreement shall include, but shall not be limited to, the cost of necessary tools, materials, labor, travel expenses, personnel per diem allowances, and general, administrative, indirect, and overhead expenses.

(c) In the event the Parties decide not to proceed with construction of the Carthage Transformer Addition, Southwestern shall submit a written statement to Carthage of the actual cost incurred by Southwestern under this Agreement. If the amount provided by Carthage pursuant to Section 9(a) of this Agreement is greater than the actual cost, Southwestern shall refund any remaining funds to Carthage as soon as practicable after the Parties make such a determination.

(d) During implementation of Southwestern's work under this Agreement, Southwestern shall monitor the status of its expenditures and obligations. If it is apparent that additional funds will be required for completion of the required work, Southwestern shall provide written notification to Carthage, and such written notification shall include, but shall not be limited to:

- i. the estimated date that the amount provided by Carthage pursuant to Section 9(a) of this Agreement will be expended;
- ii. the schedule of Southwestern's review and initial work still to be completed; and
- iii. an invoice for the additional funds required by Southwestern to complete Southwestern's review and initial work under this Agreement.

(e) Carthage shall, following review of Southwestern's notice required pursuant to Section 9(d) of this Agreement, provide the additional amount invoiced by Southwestern pursuant to Section 9(d)(iii) of this Agreement within 45 calendar days of the date on such invoice to Carthage, or this Agreement shall terminate and be without further force or effect. Such termination shall not result in a penalty to either Party.

(f) Upon termination of this Agreement pursuant to Section 9(e) hereof, Southwestern shall cease all work related to the Carthage Transformer Addition, other than to

prepare a statement of actual cost incurred by Southwestern as described in Section 9(c) of this Agreement. Carthage is responsible for reimbursement of all actual cost incurred by Southwestern prior to the termination date.

(g) In the event the Parties decide to proceed with construction of the Carthage Transformer Addition pursuant to Section 11 of this Agreement, any remaining funds from this Agreement shall be applied to Southwestern's future work for construction of the Carthage Transformer Addition. Following construction of the Carthage Transformer Addition, Southwestern shall reimburse Carthage for any such funds not used and contributed by Carthage under this Agreement.

(h) Southwestern shall account for the cost incurred for Southwestern's work pursuant to this Agreement under a Work Order accounting procedure and in accordance with the Uniform System of Accounts prescribed for public utilities by the Federal Energy Regulatory Commission (hereinafter "FERC"), or under procedures established by any successor authority having jurisdiction over the accounts of Southwestern. Carthage or its authorized representative shall have the right to examine Southwestern's cost records and accounts, exclusively limited to cost records and accounts related specifically to this Agreement, to verify statements of reimbursable costs submitted by Southwestern. Southwestern shall refund any amounts paid if they are found, by mutual agreement of the Parties, in such examination to exceed the total amount due Southwestern for its actual cost for work hereunder. Carthage agrees that such an examination of Southwestern's records and accounts is for the sole purpose of verifying that an itemized billing statement sets forth the actual costs as reflected by the work order records and that accounts are maintained in accordance with the accounting procedures prescribed by FERC.

Section 10. Schedule. Southwestern and Carthage agree to use due diligence to provide the results of their respective obligations under this Agreement in a timely manner.

Section 11. Decision to Proceed. (a) Upon completion of Southwestern's work under this Agreement, including the submission of deliverables pursuant to Section 8 of this Agreement, Carthage shall inform Southwestern if Carthage desires to execute a mutually agreeable construction agreement to begin construction of the Carthage Transformer Addition. The Parties shall not proceed with the construction of the Carthage Transformer Addition unless and until Southwestern and Carthage, or Carthage's designated agent or contractor, have completed all

applicable environmental and cultural resource requirements pursuant to Section 7 of this Agreement and a construction agreement has been executed.

(b) In the event Carthage decides to proceed with executing a mutually agreeable construction agreement and begin construction of the Carthage Transformer Addition pursuant to the provisions set forth in this Section 11, Carthage will be responsible for the procurement, installation, and construction of the equipment and materials needed for the Carthage Transformer Addition including those facilities identified to be owned by Southwestern pursuant to this Agreement.

Section 12. Recognition of Future System Integration. (a) The Parties agree that the electric load to be served by the Carthage Transformer Addition is a radial load and that, consequently, no loop flow will occur between the System of Southwestern and the System of Carthage through the Carthage Transformer Addition.

(b) In the event that, in the future, Carthage, its agents, or its subsidiaries construct facilities that integrate the System of Carthage with the System of Southwestern such that electricity flows through the Carthage Transformer Addition, the Parties covenant and agree that Carthage shall not assess charges to Southwestern for any use of the System of Carthage to service such loop flows.

(c) In the event that, in the future, Carthage, its agents, or its subsidiaries construct facilities that integrate the System of Carthage with the System of Southwestern such that the System of Southwestern provides interconnection service to Carthage, its agents, or its subsidiaries, Southwestern reserves the right to assess interconnection facilities service charges to Carthage if it is determined by Southwestern that such facilities have caused adverse effects on the System of Southwestern. The assessment of any such charges will be governed by conditions set forth in a separate interconnection and operating agreement to be executed between the Parties.

Section 13. Severability. If any term, provision, or condition of this Agreement is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this Agreement and all remaining terms, provisions, and conditions of this Agreement shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and

enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

Section 14. Terms and Modifications. This Agreement shall become effective on the date it is executed by the Administrator or the Administrator's representative and shall remain in full force and effect for five (5) years thereafter unless terminated sooner as provided herein. This Agreement may be terminated by either Party by giving at least 30 days' written notice to the other Party, per notice requirements. This Agreement may not be amended, except by written modification signed by the Parties.

Section 15. Notices. Any written notice, demand, or request required or authorized under this Agreement shall be deemed properly given to or served on Southwestern if emailed to OfficialCorrespondence@swpa.gov or mailed by certified mail, courier service, or some other trackable means to:

Administrator
Southwestern Power Administration
6655 S. Lewis Ave.
Tulsa, OK 74136

Any such notice, demand, or request shall be deemed properly given to or served on Carthage if mailed by certified mail, courier service, or some other trackable means to:

Chuck Bryant
City of Carthage, Missouri
627 W. Centennial Ave.
Carthage, MO 64836

The designation of the person to be notified, or the address of such person, may be changed at any time by either Party upon written notice of such change to the other Party.

Exhibit

"1" General Contract Provisions (100517)

Signatures below indicate acceptance of the terms and conditions set forth in this Agreement between Southwestern and Carthage. The Parties have executed this Agreement using either a handwritten signature or a dually authenticated digital signature using DocuSign, Adobe Sign, or Adobe E-Signature. A dually authenticated digital signature affixed to this Agreement via DocuSign, Adobe Sign, or Adobe E-Signature is considered to be the same as a handwritten signature and shall be considered valid and appropriate as of the date shown on the dually authenticated digital signature.

EXECUTED BY THE ADMINISTRATOR, OR THE ADMINISTRATOR'S DESIGNATED REPRESENTATIVE, SOUTHWESTERN, ON THIS _____ DAY OF _____ 2026.

UNITED STATES OF AMERICA

Fritha Ohlson
Senior Vice President/COO
Southwestern Power Administration

CITY OF CARTHAGE, MISSOURI

By _____

Name _____

Title _____

ATTEST:

I, _____, certify that I am the _____ of the City of Carthage and that _____, who signed this Agreement on behalf of the said city, was then the _____ of said city, and that the said Agreement was duly signed for and on behalf of the said city by authority of its governing body, which has within the scope of its corporate powers the authority to legally bind such city under the foregoing Agreement.

By _____

**Southwestern Power Administration
GENERAL CONTRACT PROVISIONS**

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A. ACCOUNTING, BILLING, PAYMENT, AND LATE PAYMENT CHARGES

1. **Billing by Southwestern.** (a) Southwestern shall maintain an accurate record of power, energy, and any other services purchased by the Customer under this Contract.

(b) For each billing period in which the Customer makes one or more purchases under this Contract, Southwestern shall prepare an invoice in which such purchases are set forth in necessary detail, including the specific quantities of power, energy, and other services provided to the Customer during such billing period, and in which the compensation due Southwestern for such purchases is specified.

(c) Invoiced quantities may be based on estimates if actual quantities are not available. Adjustments, if any, due to a difference between estimated and actual quantities will be made on an invoice prepared during the billing cycle following the invoice which was based on estimated quantities.
2. **Payment Terms.** (a) Invoices shall be due and payable by the Customer on or before the close of business 20 calendar days after the invoice date, or shall be due and payable on the next business day thereafter if the said due date should fall on a Saturday, Sunday, or official Federal holiday.

(b) Payment of amounts due to Southwestern may be made through electronic funds transfer (EFT) or may be submitted as checks and mailed to:

Southwestern Power Administration
One West Third Street
Tulsa, Oklahoma 74103-3502

- (c) EFT payments shall conform to Southwestern protocols for electronic transfer of funds in effect at the time of the transaction.
 - (d) The designation of the address where payment is to be submitted may be changed by Southwestern upon 30 days' written notice to the Customer.
 - (e) Invoices shall be considered paid when payment is received into Southwestern's designated depository account or credited to Southwestern's depository account in the U.S. Treasury by the end of the business day; Provided, That payments received by mail are accepted as timely and will not be assessed late charges if a U.S. Postal Service postmark for first class mail shows that the payment was received by the Postal Service at least 2 calendar days before the due date; Provided Further, That payments received through EFT are accepted as timely and will not be assessed late charges if they are credited to Southwestern's depository account in the U.S. Treasury on or before the third day after the due date or on the next business day thereafter if said third day is a Saturday, Sunday, or official Federal holiday.
3. **Net Billing.** (a) Whenever the parties agree, payments due Southwestern by the Customer may be offset against payments due the Customer by Southwestern for the sale or exchange of electric power, energy, and other services.

(b) For services included in net billing procedures, payments due one party in any month shall be offset against payments due the other party in such month, and the resulting net balance shall be paid to the party in whose favor such balance exists.

- (c) The parties shall exchange such reports and information as either party requires for billing purposes.
 - (d) Net billing procedures shall not be used for any amounts which Southwestern determines, in its sole judgment, to be in dispute.
4. **Payments By Southwestern.** Any payment due the Customer not satisfied by the Net Billing provision of Section 3 of this Provision A, shall be made by Southwestern to the banking account of the Customer by Electronic Funds Transfer.
5. **Propriety of Rates.** (a) Southwestern shall bill the Customer for the Customer's purchases of power, energy, and other services in accordance with the rates placed in effect pursuant to statute.
- (b) The Customer hereby agrees to promptly pay Southwestern under such rate schedules, whether or not the Customer agrees with the propriety or the levels of the rates placed into effect pursuant to law, regulation, or the order of an appropriate authority.
 - (c) In the event that the U.S. Congress amends the manner in which Southwestern calculates or charges for its power sales, the Customer hereby agrees to promptly pay in such an amended manner, subject to the Customer's right to terminate.
6. **Late Payment Charge.** (a) Southwestern shall assess the Customer a Late Payment Charge for each instance in which the Customer is delinquent in making payment to Southwestern.
- (b) Such Late Payment Charge shall be computed by dividing by 12 the then-effective annual interest rate published in the Federal Register by the Department of Treasury, and multiplying the resultant monthly rate times the principal amount past due.
 - (c) Such Late Payment Charge shall be assessed only once for a particular invoiced amount which is past due, irrespective of the number of days between the due date and the final payment of such particular invoiced amount.
7. **Late Payment Interest Charge.** (a) In addition to the Late Payment Charge provided in Section 6 of this Provision A, a daily interest charge shall be assessed on the principal amount past due for each day after the due date until the said amount is paid in full.
- (b) Such daily interest rate shall be computed by recalculating the annual interest rate cited in Section 6(b) of this Provision A for a daily rate.
8. **Penalty Charge for Late Payment.** (a) In the event that the Customer should fail to pay Southwestern any portion of an invoiced amount for a period of more than 90 days past its due date, Southwestern shall assess a penalty charge of 6 percent per year on such outstanding amount.
- (b) This penalty charge shall accrue for the period from the date that the debt became past due until the date when such invoiced amount is paid, and shall be assessed in addition to other charges for late payment which are specified in this Provision A.
9. **Late Payment Administrative Charge.** (a) Southwestern shall assess charges to cover administrative costs incurred as a result of a collection action against the Customer to cover the additional costs incurred in processing and handling such debt collection.

- (b) Calculation of administrative costs shall be based upon actual costs incurred by Southwestern in processing and handling claims against other debtors in similar stages of delinquency.

10. Partial Payment. In the event that an invoice is not paid in full, amounts received by Southwestern shall be applied first to outstanding Late Payment penalty and administrative charges; second to outstanding daily interest charges for late payments assessed on the principal; and finally, to payment of the principal amount past due, unless a different rule is prescribed by Federal statute or regulation.

11. Discontinuance of Service. (a) If the Customer fails to pay any amount due under this Contract, Southwestern may, at its option, cause the delivery of power, energy, and other services under this Contract to be discontinued upon 90 days' prior written notice to the Customer, unless payment of the amounts due is made by the Customer within such 90-day period.

- (b) Such discontinuance of the delivery of power, energy, and other services, as herein provided, shall not relieve the Customer of liability for any minimum Southwestern charges under rate schedules applicable to this Contract during the period of such discontinuance.

- (c) The rights granted Southwestern herein shall be in addition to all other remedies available to Southwestern, either by law or in equity, for the breach of any of the provisions of this Contract.

B. STANDARD PROVISIONS

1. Convict Labor. In connection with the performance of work under this Contract, the Customer agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. § 3622(c)), and Executive Order 11755, December 29, 1973, as amended.

2. Equal Employment Opportunity. During the performance of this Contract, the Customer agrees to abide by and to fulfill the nondiscrimination requirements of the "equal opportunity clause" contained in Section 202 of Executive Order 11246 dated September 28, 1965 (30 F.R. 12319), any Executive Order amending such order, and any other Executive Order superseding such order.

3. Resale Rates. The parties hereto understand and agree that the purpose of making federally generated power available is to encourage the most widespread use thereof, and the Customer therefore agrees that the benefits of any federally generated power received pursuant to this Contract shall be made available at fair and reasonable terms to all of its consumers at the lowest possible rates consistent with sound business principles.

4. Availability of Funds to Southwestern. (a) This Contract and all rights and obligations hereunder, and the expenditure of funds by Southwestern under the provisions hereof, are expressly conditioned and contingent upon the Congress making available (through direct appropriation, authorization of a revolving fund, the authority to borrow funds, or through such other means as it may provide) the necessary funds or the authority to accept funds from others to enable Southwestern to carry out the provisions of this Contract, and if such funds or authorities are not available, this Contract shall terminate and have no further force or effect as of the last day for which

funds or authorities were available, and the Customer hereby releases Southwestern from any and all liability for failure to perform and fulfill its obligations under this Contract for that reason.

- (b) No obligation contained herein for the future payment of money by Southwestern, or liability on the part of Southwestern for breach of any of the provisions contained herein, shall be binding upon or enforceable against Southwestern unless and until funds, as provided in Section 4(a) of this Provision B, are available out of which such obligations or liability can be legally paid.
- (c) Nothing in this Contract may be considered as implying that Congress will, at a later date, appropriate funds sufficient to meet any deficiencies or obligations incurred under this Contract.

5. **Termination for Breach.** (a) If either party hereto breaches a material provision of this Contract, the other party, at its option, may terminate this Contract upon 30 days' prior written notice of its intention to do so, and this Contract ipso facto shall terminate at the end of such 30-day period unless such violation is corrected within that period.

- (b) Neither party hereto shall be considered to be in default or breach with respect to any obligation under this Contract if prevented from fulfilling such obligation by reason of an Uncontrollable Force as herein defined.

6. **Waivers.** Waiver at any time of rights with respect to a default or any other matter arising in connection with this Contract shall not be deemed to be a waiver with respect to any subsequent default or matter.

7. **Reliability and Adequacy of Service.** (a) Electric service rendered by Southwestern under this Contract shall meet accepted standards of reliability and adequacy.

- (b) If questions are raised concerning the quality of service, factual data shall be obtained with respect to the character of such service, and appropriate corrective or remedial action shall be promptly taken by the party at fault.

8. **Continuity of Service.** (a) Services provided by Southwestern to the Customer under this Contract shall be delivered by Southwestern as scheduled, except for interruptions or curtailments in delivery caused by an Uncontrollable Force as herein defined, by the operation of devices or dispatcher action for system protection, or by the necessary installation, maintenance, repair, and replacement of equipment.

- (b) Such interruptions or reductions in service, as hereinbefore set forth, shall not constitute a breach of this Contract, and neither party shall be liable to the other for damages resulting therefrom.
- (c) Except in case of an emergency, Southwestern shall give the Customer reasonable advance notice of temporary interruptions or curtailments in service necessary for such installation, maintenance, repair, and replacement of equipment, and shall, insofar as is practicable, schedule such interruptions or curtailments so as to cause the least inconvenience to the Customer.

9. **Transfer of Interest by Customer.** (a) No voluntary transfer of this Contract or of the rights of the Customer hereunder shall be made without the written approval of the Administrator, Southwestern; Provided, That any successor to or assignee of the rights of the Customer, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of this Contract to the same extent as though such successor or assignee were the original contractor

hereunder; Provided Further, That the execution of a mortgage or trust deed, or judicial or foreclosure sale made thereunder, shall not be deemed voluntary transfers within the meaning of this Section 9.

- (b) If receiving Federal power pursuant to this contract, the Customer will not sell, lease, or otherwise dispose of its electrical distribution system without giving Southwestern at least 120 days' prior written notice.
- (c) The Customer's rights to Federal power and concomitant services, as may be set forth in this Contract and in Southwestern's Final Power Allocations (1980-1988), 45 F.R. 19032 (1980), come by virtue of the Customer's status as an entity entitled to preference in Southwestern's marketing of Federal power pursuant to Section 5 of the Flood Control Act of 1944 (58 Stat. 887,890; 16 U.S.C. 825s). If the Administrator, Southwestern, determines, in his or her sole judgment, that actions taken by the Customer have abrogated the Customer's status as a "preference" entity, then the Administrator may, at his or her sole option, terminate this Contract, such termination to become effective on the date specified by Southwestern, in an official written notice to the Customer.

10. Uncontrollable Force. The term "Uncontrollable Force," as used herein, shall mean any force which is not within the control of the party affected, including, but not limited to, failure of water supply, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, riot, civil disturbance, labor disturbance, sabotage, war, act of war, terrorist acts, or restraint by court of general jurisdiction, which by exercise of due diligence and foresight such party could not reasonably have been expected to avoid.

11. Liability. The Customer hereby agrees to indemnify and hold harmless the United States, its employees, agents, or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Customer's, its employees', agents', or subcontractors' construction, operation, maintenance, or replacement activities under the contract. The United States shall be liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.

C. FACILITIES AND CONDITIONS OF SERVICE

- 1. Facilities to be Furnished by Southwestern and the Customer.** Southwestern and the Customer shall furnish, install, maintain, and operate, or cause to be furnished, installed, maintained, and operated, such facilities and equipment, including metering equipment, as may be necessary to fulfill their respective obligations under this Contract and to assure reasonable protection to the facilities of others.
- 2. Reliability, Safety, Health, and Environmental Requirements in Regard to Construction, Operation, and Maintenance of Non-Federal Facilities on U.S. Government Property.** (a) The provisions of this Section 2 shall apply only if the Customer, its agents or contractors, or its member entities perform maintenance, operations, or construction on the property of the U.S. Government (Government), or on easements shared by the Government and the Customer.

- (b) Such construction, maintenance, and operation shall be performed in accordance with standards at least equal to those provided by the National Electrical Safety Code and shall conform to safety, environmental, and security procedures identified by Southwestern as appropriate to each facility in which such work is performed. Southwestern provides such written procedures in each of the facilities it maintains and to affected customers.
- (c) The Customer and/or its member entities shall take all reasonable precautions in the performance of such work to protect the public and the environment. The Customer and/or its member entities shall comply with all applicable local, state, and Federal regulations and requirements in the performance of such work, including, but not limited to, the National Environmental Policy Act; the Clean Air Act; the Clean Water Act; the Comprehensive Environmental Responsibility, Compensation, and Liability Act; the Toxic Substances Control Act; the Oil Pollution Act; the Resource Conservation and Recovery Act; the Superfund Amendments and Reauthorization Act (SARA); SARA Title III (Emergency Planning and Community Right-to-Know Act of 1986); and the Occupational Safety and Health Act.
- (d) In the event that Southwestern, at its sole option and in its sole judgment, determines that construction, maintenance, or operation of facilities which are performed under this Contract by the Customer, and/or one of its member entities, do not meet the standards and/or regulations and requirements specified in this Section 2, or if Southwestern determines, in its sole judgment, that a condition exists which provides a potentially adverse impact (1) on the reliability of services provided by Southwestern to its customers, (2) on the safety and/or health of the public or employees and agents of the parties hereto, and/or (3) on the environment, then Southwestern may provide written notice to the Customer and/or its member entity of the deficient condition; Provided, That if such condition, in Southwestern's sole judgment and at Southwestern's sole option, requires immediate attention and does not allow time for such notice, Southwestern will remedy the condition and, where appropriate, bill the Customer in accordance with Section 8(b) of this Provision C.
- (e) Where, in Southwestern's sole judgment, remedy of the said deficient condition is not time critical, the Customer and/or its member entity shall provide a written plan and schedule to Southwestern within 30 days of receipt of the said written notice. Such plan and schedule shall provide for correction of the said deficiency at the earliest possible time available to the Customer and/or its member entity; Provided, That the maximum time allowed for the Customer and/or its member entity to correct any such deficiency shall not exceed 18 months from receipt of the said written notice. The Customer shall coordinate or, if applicable, cause its member entity to coordinate, any work and outages which may involve Southwestern's facilities with Southwestern's Dispatch Center (Dispatch Center) in Springfield, Missouri.
- (f) Unless otherwise agreed in writing, correction of deficiencies pursuant to this Section 2 shall be at the expense of the Customer.
- (g) If the Customer and/or its member entity fails to correct the deficiency within the time provided pursuant to this Section 2, Southwestern shall have the right, at its sole option and in its sole discretion, to terminate service through the affected facilities until such deficiencies are corrected to the satisfaction of Southwestern.
- (h) If, within the time period provided pursuant to this Section 2, an emergency condition occurs which, in the sole judgment of Southwestern, may cause an adverse impact on the reliability of the System of Southwestern and/or on the environment, or which poses a hazard to the safety and/or health of the public or employees and agents of

the parties hereto, then Southwestern may, at its sole option, remedy or repair such condition or equipment and bill the Customer in accordance with Section 8(b) of this Provision C, and the Customer agrees to render Southwestern reimbursement as provided in the said Section 8(b).

- 3. Right of Installation and Access.** (a) Each party hereto grants to the other permission, or will obtain such permission for the other party, to install, maintain, and operate, or cause to be installed, maintained, and operated, on the System of Southwestern and on the System of the Customer, at the points of delivery between the System of Southwestern and the System of the Customer described in this Contract, any and all terminal equipment and associated electrical apparatus and devices necessary in the performance of this Contract.
- (b) Each party hereto shall permit, or shall obtain permission for, duly authorized representatives and employees of the other party to enter upon the System of Southwestern and the System of the Customer at the said points of delivery for the purpose of reading or checking meters; for inspecting, testing, repairing, renewing, or exchanging any or all of the equipment owned by the other party located on such premises; or for the purpose of performing any other work necessary in the performance of this Contract.
- (c) Access for any work performed by one party under this Section 3 which may affect the other party's equipment shall normally be preceded by at least one day's notice to the affected party, except in the event of an emergency, in which case such notice shall be made as soon as possible after such emergency occurrence. Notice to Southwestern pursuant to this Section 3 shall be made to the Dispatch Center.
- (d) Any access to property controlled by Southwestern shall include notification to Southwestern at the time of entry. Any employee or agent of the Customer, or of its member entities, who enters a Southwestern facility is expected to call the Dispatch Center from a telephone located in the control building in that facility and to identify himself or herself. Security devices located in the control buildings at Southwestern facilities sound an alarm in the Dispatch Center when the building is entered. Local law enforcement officers may be asked to investigate any unidentified entry.
- (e) Any equipment, apparatus, or devices installed on the System of Southwestern by the Customer, as provided under this Section 3, shall be clearly and permanently marked to indicate ownership, and, in addition, a detailed description of each item so installed (including, if applicable, manufacturer's name, serial number, model number, etc.) shall be transmitted to Southwestern to aid in maintenance of plant accounts.
- (f) In the event the equipment, apparatus, or devices are not marked in accordance with Section 3(e) of this Provision C, ownership of said equipment, apparatus, or devices shall be presumed to be vested in Southwestern.
- (g) The Customer agrees that, if requested by Southwestern, the description required under Section 3(e) of this Provision C shall include a detailed analysis of all dielectrical oil, including, but not limited to, tests for polychlorinated biphenyls (PCBs). If such analysis indicates the presence of a known hazardous substance, which, in Southwestern's sole judgment, presents a significant hazard to the environment or to the health and safety of employees of the parties hereto, Southwestern may require, at its sole option, by written request, removal of any equipment containing such substance, and the Customer agrees to comply with such request for removal at no cost to Southwestern.

4. **Rights for Land Use Acquired by the Customer.** (a) The System of Southwestern is constructed, operated, and maintained by Southwestern subject to and in accordance with the terms and conditions of certain transmission line right-of-way easements. Rights and privileges granted thereunder to the Government may not be available to the Customer for operations connected with performance of this Contract.
- (b) The Customer is therefore responsible for acquiring, or causing to be acquired, from the appropriate landowners, any and all rights and privileges for land use, by good and sufficient legal instruments, to authorize and permit entry by the Customer upon and across tracts affected by such land use as may be necessary and appropriate for performance of this Contract.
5. **Right of Removal.** Any and all equipment, apparatus, or devices placed or installed or caused to be placed or installed by the parties hereto on or in the System of Southwestern or the System of the Customer shall be and shall remain the property of the party owning and installing such equipment, apparatus, devices, or facilities, regardless of the mode or manner of annexation or attachment to real property, and, upon the termination of this Contract, the owner thereof shall have the right to enter upon the premises or system of the other and shall, within a reasonable time, remove such equipment, apparatus, devices, or facilities, subject to the provisions of Section 3 of this Provision C.
6. **Right to Upgrade Facilities.** (a) Southwestern reserves the right to modify or upgrade its transmission system and any of the elements which support the Southwestern transmission system, including, but not limited to, changes in: (1) Southwestern's transmission voltages, (2) Southwestern's transmission system components, (3) Southwestern's communications system, (4) Southwestern's Supervisory Control and Data Acquisition (SCADA) System, and (5) other modifications necessary to comply with the standards and/or regulations and requirements mentioned in Section 2 of this Provision C.
- (b) If, during the term of this Contract, Southwestern determines, in its sole judgment and at its sole option, that modifications or upgrades to its transmission system and associated facilities are required, then, in that event, the Customer shall be responsible for any and all costs and expenses incurred by the Customer in order to continue to receive services provided under this Contract.
- (c) If the Customer elects not to make changes in its facilities which, in Southwestern's judgment, are required for the Customer to continue to receive reliable service from Southwestern's modified or upgraded facilities, then the Customer will discontinue receipt of the services provided under this Contract which are dependent on such modified or upgraded facilities, and the provisions of this Contract which describe such services shall be terminated or, at Southwestern's sole option, suspended, until the Customer completes the changes in its facilities which Southwestern, in its sole judgment, deems necessary for reliable service to the Customer under the aforesaid provisions.
- (d) Southwestern shall notify the Customer of the specific sections or articles of the Contract which are to be terminated or suspended pursuant to Section 6(c) of this Provision C.
- (e) The provisions of this Contract which are not specifically terminated or suspended pursuant to Section 6(d) of this Provision C shall not in any way be affected and shall remain in full force and effect except insofar as the services provided pursuant to the

terminated or suspended provisions which are reflected in other provisions of this Contract will also be terminated or suspended.

- (f) Termination or suspension of specific provisions of this Contract pursuant to Section 6(c) of this Provision C shall be without penalty to either of the parties hereto, except that the rights of the parties hereto, if any, which accrued prior to the date of such termination or suspension shall be and hereby are preserved.

- 7. **Limitation on Rights of Entry.** Southwestern reserves the right, upon notice to the Customer, to revoke or cancel the rights of entry granted under this Contract with regard to any particular representative of the Customer, if, in the sole judgment of Southwestern, such revocation or cancellation is required in the interest of national security.
- 8. **Assistance by Contracting Parties.** If assistance in maintenance and utilization of their respective systems is rendered by Southwestern and/or the Customer, the following terms and conditions shall apply:
 - (a) If, in the maintenance or utilization of their respective transmission systems and related facilities for the purpose of this Contract, it becomes necessary by reason of any emergency or extraordinary condition for Southwestern or the Customer to request the other to furnish personnel, materials, tools, and equipment for the maintenance or modification of, or other work on, such transmission systems and related facilities to insure continuity of power and energy deliveries, the party requested shall cooperate with the other and render such assistance as the party requested may determine to be available.
 - (b) The party making such request, upon receipt of properly itemized bills, shall reimburse the party rendering such assistance, including overhead and administrative and general expenses. The Customer and Southwestern agree to account for any incurred costs under a Work Order accounting procedure and in accordance with the Uniform System of Accounts prescribed for public utilities by the Federal Energy Regulatory Commission. Billing statements rendered by the Customer and Southwestern for such reimbursement shall be due 20 days from the date thereof.
 - (c) No laborer or mechanic in the employ of the Customer, or its agents and contractors, for any of the work contemplated by this Section 8 shall be required or permitted to work in excess of 40 hours in any workweek except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this Section 8.
 - (d) The wages of each laborer or mechanic employed by the Customer, or its agents and contractors, in the performance of any of the work contemplated by this Section 8 shall be computed on the basis of a standard workweek of 40 hours, and work performed in excess of such standard workweek may be permitted only upon the condition that each laborer or mechanic receives compensation at a rate not less than 1.5 times that worker's basic rate of pay for all hours worked in excess of 40 hours in any such workweek.
 - (e) For each violation of this Section 8, the Customer, or its agents and contractors, will be liable to the employee for his unpaid wages and, in addition, a penalty shall be imposed upon the Customer in the amount of ten dollars (\$10) for each laborer or mechanic for each calendar day in which such laborer or mechanic is required or permitted to work in excess of the standard workweek of 40 hours upon said work without receiving compensation computed in accordance with this Section 8, and all

penalties thus imposed shall be withheld for the use and benefit of the Government; Provided, That this Section 8 is subject to the provisions of the Contract Work Hours and Safety Standards Act of 1962 (Public Law 87-581, 76 Stat. 357-360), as amended; Provided Further, That if, from time to time, there is a conflict or inconsistency between the terms and conditions hereinbefore set forth and the provisions of any contract between the Customer and a labor union, the provisions of the labor union contract shall prevail if determined to be in compliance with then-applicable statutes and regulations issued thereunder.

A RESOLUTION OF THE CARTHAGE WATER AND ELECTRIC PLANT BOARD RECOMMENDING AND REQUESTING THAT THE CITY COUNCIL OF THE CITY OF CARTHAGE, MISSOURI, ENTER INTO A FACILITIES STUDY AND ENVIRONMENTAL DOCUMENTATION AGREEMENT WITH SOUTHWESTERN POWER ADMINISTRATION

WHEREAS, The Carthage Water & Electric Plant Board ("The Board" or "Board") finds and determines it desirable and necessary to install an additional transformer in the Carthage Substation owned by Southwestern Power Administration ("SWPA") to help relieve capacity concerns and provide for future system growth; and

WHEREAS, the addition of the transformer will require expansion of the 161-kilovolt buswork into a new bay, addition of 69-kilovolt equipment into the existing buswork to establish a dedicated bay, and connection of the transformer and all associated equipment; and

WHEREAS, various rights, duties, and responsibilities exist between the City of Carthage and SWPA, with regards to the SWPA-owned substation and the addition of the transformer, necessitating a facilities study and environmental documentation agreement be completed between the parties;

NOW, THEREFORE, BE IT RESOLVED BY THE CARTHAGE WATER AND ELECTRIC PLANT BOARD, AS FOLLOWS:

Section 1. Approval of Facilities Study and Environmental Documentation Agreement. The Board hereby recommends and requests the Carthage City Council adopt an ordinance approving the Facilities Study and Environmental Documentation Agreement ("the Agreement") with SWPA as presented. The Board hereby covenants and agrees to perform any and all duties and obligations incurred by the City on behalf of Carthage Water and Electric Plant in and by the provisions of the Agreement.

Section 2. Further Authority. The Board President, Board Vice President, CWEP General Manager and other officers, employees, and representatives of CWEP are hereby authorized and directed to take such action as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of CWEP with respect to the Agreement.

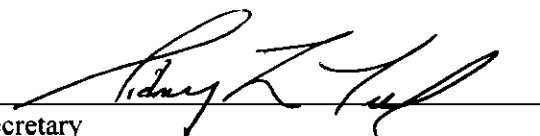
Section 3. Effective Date. This resolution shall become effective upon its adoption by the Board.

Dated this 19th day of February, 2026.



President

ATTEST:



Secretary

An Ordinance annexing certain adjacent territory known as Lot 13 in Breckenwood 3rd Addition, into the City of Carthage, Jasper County, Missouri as requested by Stephen Carlton

WHEREAS, a verified petition signed by all the owners of the real estate hereinafter described requesting annexation of said territory into the City of Carthage, Missouri, was filed with the Clerk; and

WHEREAS, said real estate as hereinafter described is adjacent and contiguous to the present corporate limits of the City of Carthage; and

WHEREAS, as of February 20, 2026, the property has been sold to Richard and Wylone Abbott who wish to continue with the annexation request; and

WHEREAS, the Planning & Zoning Commission held a public hearing on March 2, 2026 and made a recommendation to the City Council to accept the zoning classification as requested as “A” (First Dwelling); and

WHEREAS, a public hearing concerning the said matter was held at City Hall Carthage, Missouri, at 6:30 p.m. on March 24, 2026; and

WHEREAS, notice of said public hearing was given by publication of notice thereof; and

WHEREAS, at said public hearing all interested persons, corporations, or political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation and zoning classification; and

WHEREAS, no written objections to the proposed annexation were filed with the Council of the City of Carthage within fourteen days after the public hearing; and

WHEREAS, the Council of the City of Carthage does find and determine that said annexation is reasonable and necessary to the proper development of the City; and

WHEREAS, the City is able to furnish normal municipal services to said area within a reasonable time after annexation.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, MISSOURI, JASPER COUNTY, MISSOURI as follows:

SECTION I: Pursuant to the provisions of Section 71.012 RSMo., the following described real estate is hereby annexed and zoned respectively into the City of Carthage, Missouri, to wit:

All of Lot Numbered Thirteen (13) in Breckenwood 3rd Addition, in Carthage, Jasper County, Missouri, according to the recorded plat thereof, subject to easements, restrictions and reservations of record, if any.

SECTION II: The boundaries of the City of Carthage, Missouri are hereby altered so as to

encompass the above described tract of land lying adjacent and contiguous to present corporate limits.

SECTION III: The City Council accepts the recommendation to the zoning classification as requested as “A” (First Dwelling).

SECTION IV: The City Clerk of the City of Carthage, is hereby ordered to cause three certified copies of the Ordinance to be filed with the Jasper County Clerk.

SECTION V: This Ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS ____ DAY OF _____, 2026.

David B. Flanigan, Mayor

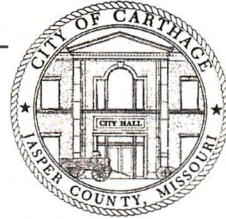
ATTEST:

Miranda Deal, City Clerk

Sponsored by: Planning, Zoning & Historic Preservation Committee

ANNEXATION REQUEST APPLICATION

(Complete and return to Public Works Department. Write 'n/a' if not applicable to the request)



Date:

2/2/26

Filing Fee: \$100

Pd. 2/2/26
CK # 7146

Property Owner's Name:

STEPHEN CARLTON & MARY CARLTON

Telephone:

417-434-6460

Mailing Address:

1436 HIGHLAND AVE.

City:

CARTHAGE

State:

MO

Zip:

64836

Email:

SPCARLTON@YAHOO.COM

Applicant:

(If not owner)

Telephone:

Mailing Address:

City:

State:

Zip:

Email:

Location of Property:

WEST END OF BREKENWOOD AGAINST
COUNTRY CLUB ROAD

Legal Description:

BRECKWOOD 3rd ADD LOT 13

(Attach to application if needed)

Total Acres:

1.06

Total Lots:

1

(ATTACHED)

Present Use of Property:

UNIMPROVED

Proposed Use of Property:

RESIDENTIAL HOME

If residential, estimated number of dwelling units:

1

Land Use and Zoning abutting or adjacent to site:

North

MOUTON

South

WILKERSON

East

CARLTON

West

OUT OF CITY

Zoning:

A

A

A

-

Owner's Signature

Applicant's Signature

Office Use Only:

Date Received:

2/2/26

Filing Fee:

Yes PAID

Date for City Staff Review:

Date Application is Complete:

Planning & Zoning Commission Meeting Date:

3/2/2026

Ruling:

LOT IS UNDER CONTRACT FOR SALE - ATTACHED

ANNEXATION APPLICATION REVIEW PROCESS

- Request an Annexation Application from Public Works Department
- Applicant completes application and returns it to the Public Works Department
- Public Works staff reviews the application and directs any concerns to the Applicant
- When the application is considered complete by staff, the Annexation request is placed on the next Planning, Zoning & Historic Preservation Commission Agenda
- Applicant is notified of the P&Z meeting date and requested to be in attendance to answer questions
- Notice of Public Hearing is published in a local newspaper
- The Public Works Department notifies adjoining property owners within 185' of the application request
- City Clerk posts PZ Agenda no less than 24 hours prior to meeting
- Planning, Zoning & Historic Preservation Commission conducts meeting and votes on recommendation to City Council regarding approval or denial of request
- On a recommendation for approval by the Commission, the request is placed on the next City Council Agenda
- Requests are subject to two council readings.

Note: Planning & Zoning meets on the first Monday of each month.
 City Council meets on the second and fourth Tuesday of each month.

Current City Limit Map

Lot 13 Breckenwood 3rd



An Ordinance annexing certain adjacent territory which consists of a 24.23 acre parcel on East Fir Road, into the City of Carthage, Jasper County, Missouri as requested by Carthage R9 School District

WHEREAS, a verified petition signed by all the owners of the real estate hereinafter described requesting annexation of said territory into the City of Carthage, Missouri, was filed with the Clerk; and

WHEREAS, said real estate as hereinafter described is adjacent and contiguous to the present corporate limits of the City of Carthage; and

WHEREAS, the Planning & Zoning Commission held a public hearing on March 2, 2026 and made a recommendation to the City Council to accept the zoning classification as requested as “A” (First Dwelling); and

WHEREAS, a public hearing concerning the said matter was held at City Hall Carthage, Missouri, at 6:30 p.m. on March 24, 2026; and

WHEREAS, notice of said public hearing was given by publication of notice thereof; and

WHEREAS, at said public hearing all interested persons, corporations, or political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation and zoning classification; and

WHEREAS, no written objections to the proposed annexation were filed with the Council of the City of Carthage within fourteen days after the public hearing; and

WHEREAS, the Council of the City of Carthage does find and determine that said annexation is reasonable and necessary to the proper development of the City; and

WHEREAS, the City is able to furnish normal municipal services to said area within a reasonable time after annexation.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, MISSOURI, JASPER COUNTY, MISSOURI as follows:

SECTION I: Pursuant to the provisions of Section 71.012 RSMo., the following described real estate is hereby annexed and zoned respectively into the City of Carthage, Missouri, to wit:

Commencing at the Northwest Corner of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section 15, Township 28, Range 31, Jasper County, Missouri, Thence South 89 Degrees, 46 Minutes, 03 Seconds East along the North line of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of said Section 1314.99 feet, Thence South 01 Degrees, 31 Minutes, 34 Seconds West 25.00 feet to the South Right-of-way line of East Airport Drive and the Point of Beginning, Thence North 89 Degrees, 17 Minutes, 30 Seconds East along the South line of East Airport Drive 402.80 feet, Thence South 01

Degrees, 31 Minutes, 34 Seconds West 321.05 feet, Thence South 89 Degrees, 17 Minutes, 30 Seconds West 12.51 feet, Thence South 01 Degrees, 31 Minutes, 34 Seconds West 978.57 feet, Thence North 89 Degrees, 17 Minutes, 30 Seconds East 50.00 feet, Thence South 02 Degrees, 25 Minutes, 36 Minutes, West 1271.24 feet to the North Right-of-way line of Fir Road, Thence North 89 Degrees, 56 Minutes, 33 Seconds West along the North Right-of-way line of Fir Road 419.96 feet, Thence North 01 Degrees, 31 Minutes, 34 Seconds East 2564.32 feet to the Point of Beginning, being subject to all easements, rights-of-ways, and reservations, Containing 24.23 acres more or less.

SECTION II: The boundaries of the City of Carthage, Missouri are hereby altered so as to encompass the above described tract of land lying adjacent and contiguous to present corporate limits.

SECTION III: The City Council accepts the recommendation to the zoning classification as requested as “A” (First Dwelling).

SECTION IV: The City Clerk of the City of Carthage, is hereby ordered to cause three certified copies of the Ordinance to be filed with the Jasper County Clerk.

SECTION V: This Ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS ____ DAY OF _____, 2026.

David B. Flanigan, Mayor

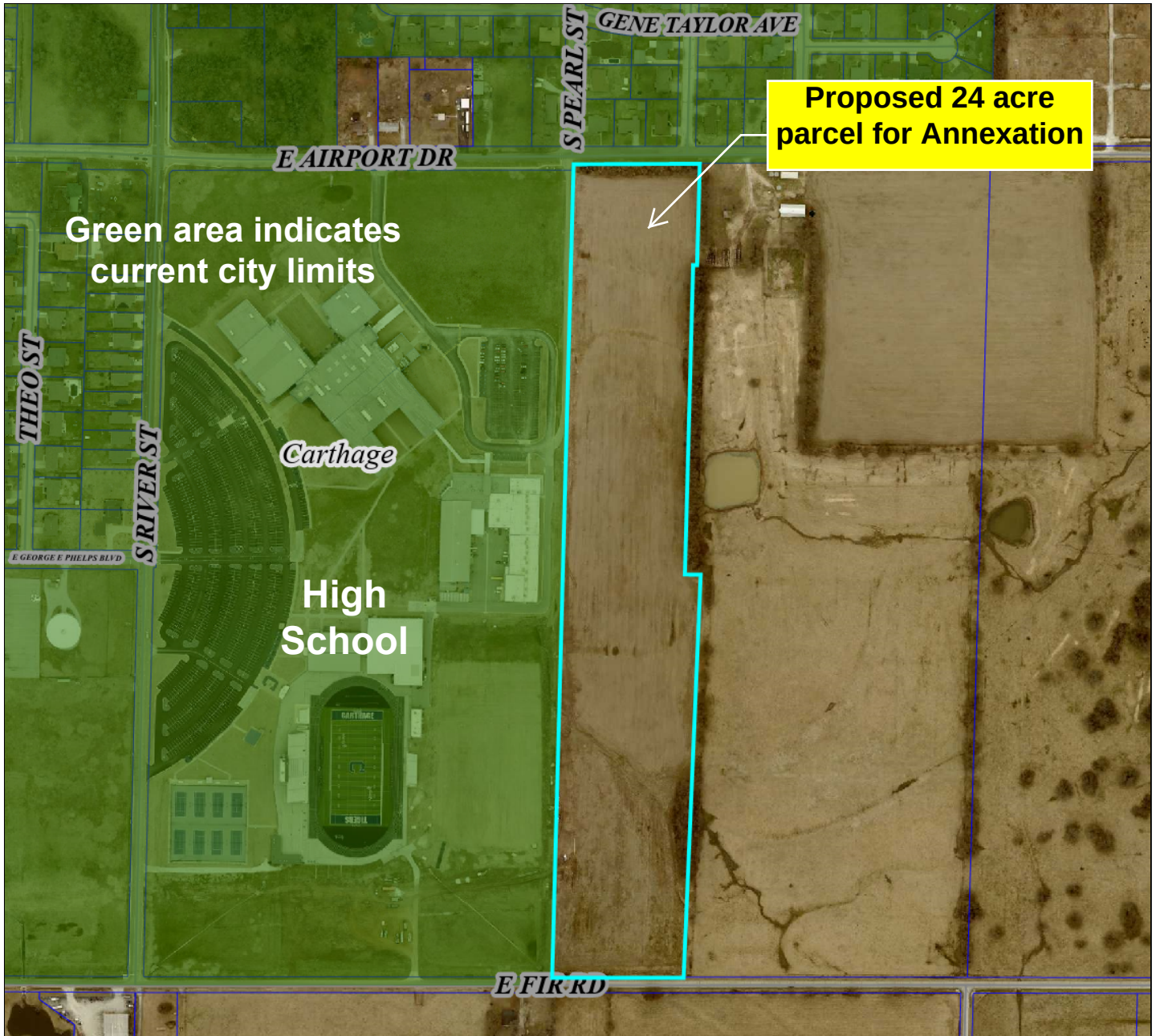
ATTEST:

Miranda Deal, City Clerk

Sponsored by: Planning, Zoning & Historic Preservation Committee

Current City Limit Map

R9 Annexation

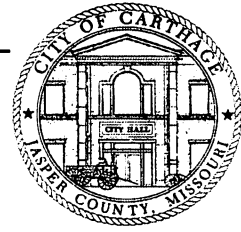


Date created: 2/3/2026
Last Data Uploaded: 2/3/2026 1:52:19 AM

Developed by  SCHNEIDER
GEOSPATIAL

ANNEXATION REQUEST APPLICATION

(Complete and return to Public Works Department. Write 'n/a' if not applicable to the request)



Date: 02/03/2026

Filing Fee: \$100

Property Owner's Name: Carthage R-9 School District

Telephone: (417) 359-7015

Mailing Address: 709 W. Centennial Ave

City: Carthage

State: M)

Zip: 64836

Email: goodnighth@carthagetigers.org

Applicant: Dan Hill for Carthage R-9 School District

Telephone: (417) 359-7015

(If not owner)

Mailing Address: 1333 E. Fairview Ave

City: Carthage

State: MO

Zip: 64836

Email: danhill@carthagetigers.org

Location of Property: East Fir Rd., Carthage

Legal Description: see attached

(Attach to application if needed)

Total Acres: 24.23

Total Lots: 1

Present Use of Property: Farm

Proposed Use of Property: Education

If residential, estimated number of dwelling units:

Land Use and Zoning abutting or adjacent to site:

Zoning:

North	first dwelling
South	out of city limits
East	out of city limits
West	first dwelling

A
NA
NA
A

Owner's Signature

Applicant's Signature

Office Use Only:

Date Received:

Filing Fee:

Yes

Date for City Staff Review:

Date Application is Complete:

Planning & Zoning Commission Meeting Date:

Ruling:

BASIS OF BEARINGS: The North line of Southeast Quarter of Section 15, Township 28, Range 31, Jasper County, Missouri taken as S 89°46'03" E as per Missouri Vest NAD83
 CLASS OF PROPERTY: (a) rural
 SOURCE DEED: William Phelps Family Trust Book 2742, Page 108

0 200 400 600
 SCALE: One inch equals 200 feet.

PROPERTY DESCRIPTION:

Commencing at the Northwest Corner of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section 15, Township 28, Range 31, Jasper County, Missouri, Thence South 89 Degrees, 46 Minutes, 03 Seconds East along the North line of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of said Section 1514.99 feet, Thence South 01 Degrees, 31 Minutes, 34 Seconds West 25.00 feet to the South Right-of-way line of East Airport Drive and the Point of Beginning, Thence North 89 Degrees, 17 Minutes, 30 Seconds East along the South line of East Airport Drive 402.80 feet, Thence South 01 Degrees, 31 Minutes, 34 Seconds West 321.05 feet, Thence South 89 Degrees, 17 Minutes, 30 Seconds West 1231 feet, Thence South 01 Degrees, 31 Minutes, 34 Seconds West 978.37 feet, Thence North 89 Degrees, 17 Minutes, 30 Seconds East 50.00 feet, Thence South 02 Degrees, 25 Minutes, 36 Seconds West 1271.24 feet to the North Right-of-way line of Fir Road, Thence North 89 Degrees, 56 Minutes, 24 Seconds West along the North Right-of-way line of Fir Road 419.95 feet, Thence North 01 Degrees, 31 Minutes, 34 Seconds East 256.43 feet to the Point of Beginning, being subject to all easements, right-of-ways, and reservations, Containing 24.23 acres more or less.

READ & APPROVED

Lucy P. Byers
 Dated 8-29-2015

READ & APPROVED

[Signature]
 Dated 8-29-25

SURVEYOR'S CERTIFICATE:

I, Rodney C. Neece a Registered Land Surveyor of Jasper County, Missouri, do hereby certify that the field notes and attached plat are true and accurate description of the work performed and measurements taken in survey made in accordance with the Missouri Standards for Property Boundary Surveys of the Department of Agriculture, Division of Weights & Measures and Consumer Protection and is not a warranty of title either expressed or implied. This declaration is made to the original owner and/or purchaser of the survey as of the date indicated in the title block. It is not transferable to additional institutions or subsequent owners and may not be used in connection with a survey "Survey Affidavit" or similar document, statement, or mechanism to obtain title insurance for any subsequent or future grantees. Furthermore, this survey is not valid without the original signature and sealed stamp of the surveyor.

Rodney C. Neece
 Rodney C. Neece, No. S. 000269

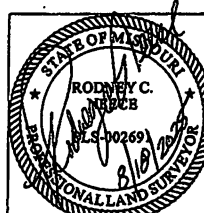


CERTIFICATE OF RECORDING:

This document, Number _____, filed for record on _____ at _____ o'clock _____ M. recorded _____ at _____ at Page _____ of Book _____ at Page _____ of Record Book _____ Far Bill of Assurance, see Deed _____

Recorder of Deeds

Date:



STEWART AND NEECE LAND SURVEYING, INC. 1801 East 15th Street, Joplin, Missouri 64601 Phone 417-624-0311 Fax 417-624-0365		
SURVEY FOR Lora Phelps		
DRAWN Allgood	DATE 8-18-25	ADDRESS East Airport Dr Carthage, Mo.
APPROVED MB	\$/T/R 15-28-31	
SCALE 1"=200'	FILE NAME 152831LP	CERT OF AUTHORITY LSC-2004000198

COUNCIL BILL NO. 26-14

ORDINANCE NO. _____

An Ordinance accepting the re-plat of Blackberry Briar Subdivision located East of Prospect Avenue between 13th Street and Budlong Street, in the City of Carthage Missouri, as requested by Wright Family Homes/Chris Wright

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

SECTION I: The re-plat of Blackberry Briar Subdivision located East of Prospect Avenue between 13th Street and Budlong Street, in the City of Carthage, which is attached hereto and incorporated herein, as recommended by the Planning, Zoning and Historic Preservation Commission of the City of Carthage, is hereby accepted by the Council of the City of Carthage.

SECTION II: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS ____ DAY OF __, 2026.

David B. Flanigan, Mayor

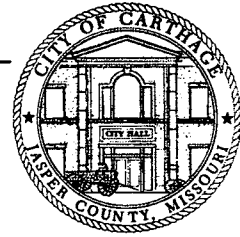
ATTEST:

Miranda Deal, City Clerk

Sponsored by: Planning, Zoning and Historic Preservation

PRE-DEVELOPMENT APPLICATION

(Complete and return to Public Works Department. Write 'n/a' if not applicable to the project)



Date: 02/16/2026 Filing Fee: \$200

☐ Preliminary Plat
☒ Re-Plat

☐ Final Plat
(fee may be waived)

Property Owner's Name: Wright Family Homes/Chris Wright Telephone: (417) 455-6405
Mailing Address: 11351 Amelia Ln City: Joplin State: MO Zip: 64801
Email:

Applicant: Telephone:
(If not owner)
Mailing Address: City: State: Zip:
Email:

Location of Property: East of Prospect Ave. Between 13th St. and Budlong St.

Present Use of Property: Undeveloped

Proposed Use of Property: Single Family Residential

Name of Subdivision: Blackberry Briar Subdivision

Total Acres: 7.5 +/- Total Lots: 33

Design Professional who Prepared the Plat: MJ Surveying

Telephone: (417) 623-2525 Email: cherie@mjsurveyingllc.com

Engineer's Name: Telephone:
Mailing Address: City: State: Zip:
Email:

Surveyor's Name: Eric Miller Telephone: (417) 623-2525
Mailing Address: 2224 S. Main City: Joplin State: MO Zip: 64804
Email: cherie@mjsurveyingllc.com

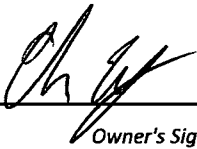
Zoning of Property: A-First Dwelling

Land Use and Zoning abutting or adjacent to site:

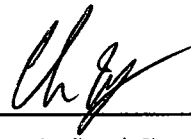
Zoning:

North Undeveloped
South A-Single Family
East A-Single Family
West A-Single Family

A
A
A
A



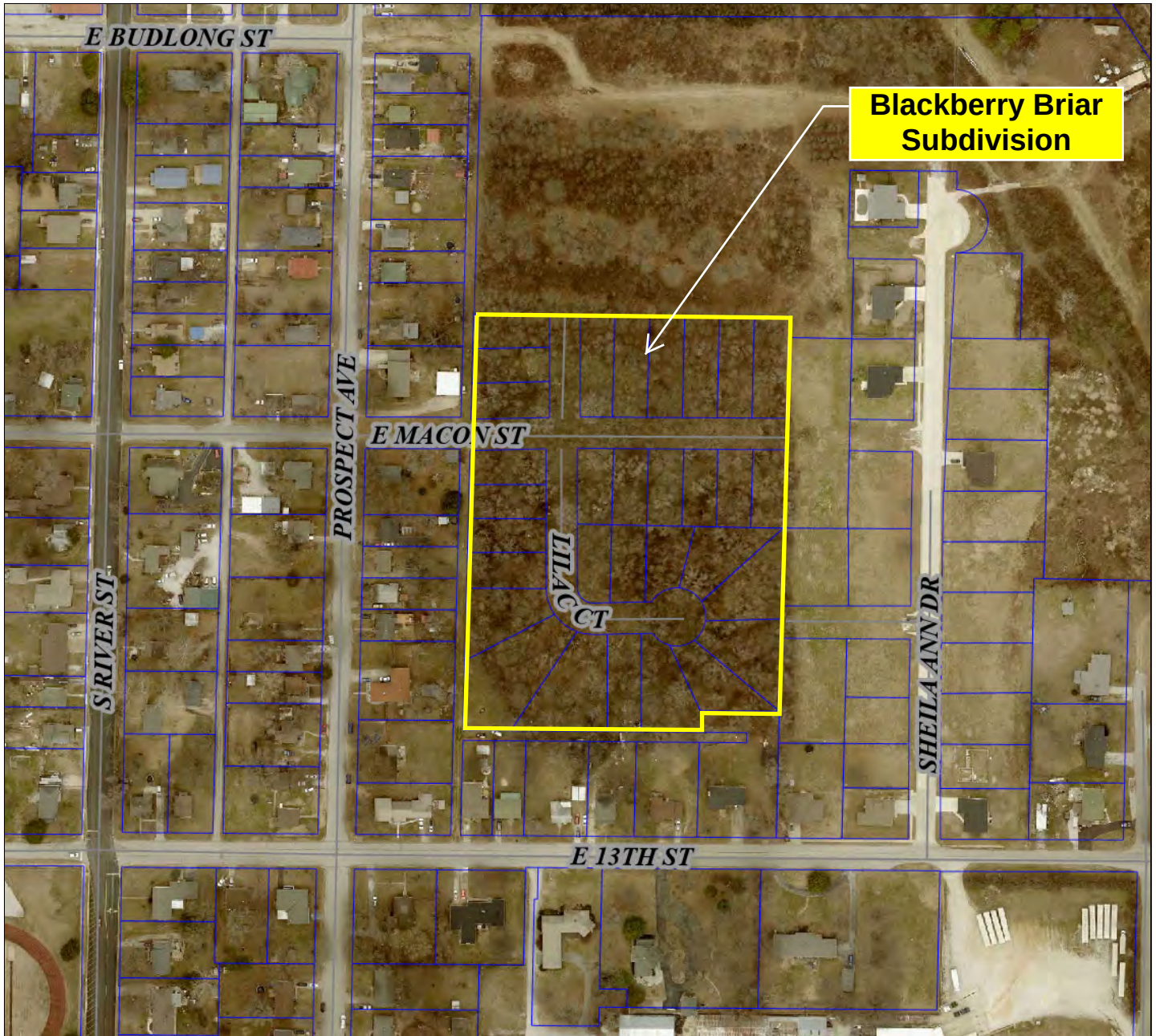
Owner's Signature



Applicant's Signature

Office Use Only:	Date Received:	Filing Fee:
Date for City Staff Review:	Date Application is Complete:	
Planning & Zoning Commission Meeting Date:	Ruling:	

Blackberry Briar Subdivision Replat East of Prospect Between 13th and Budlong



Date created: 2/18/2026
Last Data Uploaded: 2/18/2026 1:12:53 AM

Developed by  **SCHNEIDER**
GEOSPATIAL

BEING A RE-PLAY OF BLACKBERRY BRIAR SUB-DIVISION,
AN ADDITION TO THE CITY OF CARTHAGE,
JASPER COUNTY, MISSOURI.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEAL THIS _____
DAY OF _____, 2008.

STATE OF MISSOURI }
COUNTY OF JASPER }

ON THIS _____ DAY OF _____ 2001 BEFORE ME A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE PERSONALLY APPEARED CHRIS WRIGHT, WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

ON TESTIMONY WHEREOF I HAVE HEREON SET MY HAND AND AFFIRMED MY SWEAR
AT MY OFFICE IN _____ SAID COUNTY AND STATE.

NOTARY PUBLIC _____
MY COMMISSION EXPIRES _____

CERTIFICATE OF APPROVAL

THIS PLAN OF RECREATION IMPROVEMENTS HEREIN HAS BEEN SUBMITTED TO AND APPROVED BY THE
CARTWRIGHT PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 2008.

Chemistry

MA Y CAR CITY & MODEL

SURVEYORS CERTIFICATE

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND SEAL THIS
21ST DAY OF JANUARY 2008.

Blue H H K



BEATINGS ARE BASED ON RECORDS OF PLAT OF ALL ACQUISITORY INSTRUMENTS

CLASS OF PROPERT
LIFEBUY

TYPE OF SURVEY

SOURCE DOCUMENTS
RECORDED PLAT OF BLANCHES POY BROWN SUBDIVISION
SURVEYED BY CHARLES MILLER LESTER, JASPER COUNTY, SURVEYOR, DATED 8-1-1911
GREAT AMERICAN TITLE FILE NO. 024132244

MY GRAPHIC PLOTTING ONLY. THIS PROPERTY LIES IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 26037C01RD, WHICH BEARS AN EFFECTIVE DATE OF MARCH 16, 2006 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

NOTES

SUBJECT HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EVIDENCE OF RECORD ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

LEGEND

- 4-CLORO IRON PPS
- SET IRON PPS
- (M) MEASURED
- (D) DEED
- (P) PLANT

[illegible][illegible]

Planning, Zoning & Historic Preservation

Staff Report

The Property owner, Wright Family Homes / Chris Wright has submitted a Pre-Development Application to propose a Re- Plat of the Blackberry Briar Subdivision. The location of the property is East of Prospect Ave. between 13th St. and E Budlong St.

Adjacent Land Use/Zoning

This property is Zoned A, First Dwelling. This is consistent with the property to the East along Prospect Ave. and to the West along Shiela Ann Dr.

Staff Recommendation

This Re-Plat would take out a cul-de-sac on Lilac Ct. This change would allow Lilac Ct. to connect through to Sheila Ann Dr. to make the proper utility connections. At this time Staff recommends the Commission approve the Re-Plat to ensure all infrastructure is properly laid out and functions as it should.

COUNCIL BILL NO. 26-15

ORDINANCE NO. _____

An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Zanevan Engineering, LLC for engineering services on the 3rd Street Bridge Replacement Project (BRO-R117002), in the City of Carthage, Missouri.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

SECTION I: The agreement with Zanevan Engineering, LLC for Engineering services on the 3rd Street Bridge Replacement Project (BRO-R117002), attached hereto as Exhibit A, a copy of which agreement is attached hereto and incorporated herein as if set out in full.

SECTION II: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2026.

David B. Flanigan, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Works Committee

SPONSOR: City of Carthage, Missouri
LOCATION: Carthage, Missouri
PROJECT: BRO-R117002 Bridge #0720003 on 3rd Street Over Tributary of Spring River

THIS CONTRACT is between City of Carthage, Missouri, hereinafter referred to as the "Local Agency", and Zanevan Engineering, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its Off-System Bridge Program, coordinated through the Missouri Department of Transportation, the Local Agency intends to construct a replacement bridge on 3rd Street Over Tributary of Spring River and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

C. CONSTRUCTION PHASE - The Engineer will serve as the Local Agency's representative for administering the terms of the construction contract between Local Agency and their Contractor. Engineer will endeavor to protect the Local Agency against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Engineer responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Engineer's services will include more specifically as follows:

1. assist the Local Agency with a preconstruction conference to discuss project details with the Contractor;
2. make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor's forces. The Engineer will accompany MoDOT and FHWA representatives on visits of the project site as requested;
3. check shop drawings and review schedules and drawings submitted by the Contractor;
4. reject work not conforming to the project documents;
5. prepare change orders for issuance by the Local Agency as necessary and assure that proper approvals are made prior to work being performed;
6. review wage rates, postings, equal employment opportunity and other related items called for in the contract documents;

7. inspect materials, review material certifications furnished by Contractor, sample concrete and other materials as required, and arrange for laboratory testing of samples by others on a subcontract basis. Independent assurance samples and tests will be performed by MoDOT personnel and such sampling and testing is excluded from the work to be performed by the Engineer under this contract;
8. maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor;
9. be present during critical construction operations, including but not limited to the following:
 - a. structure layout;
 - b. excavation and backfilling;
 - c. driving of piles;
 - d. checking of reinforcing steel prior to concrete placement;
 - e. concrete batching and pouring;
 - f. placement of girders; and
 - g. placement of surfacing materials; and
10. participate in final inspection, provide the Local Agency with project documentation (diaries, test results, certifications, etc.), and provide as-built plans for the Local Agency's records.

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
---	---------------------------	--	---	--

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$8,554.68, with a ceiling established for said inspection services in the amount of \$67,887.47, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
 - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 - 2. An amount calculated at 17.85 % of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus

3. An amount calculated at 78.93% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission,

percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Address	Services
N/A	N/A	N/A

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the

Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.

- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
 - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
 - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
 - 3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, religion, sex, sexual orientation, gender identity, color, national origin, age, or disability in the selection and retention of subcontractors. The Engineer will comply with state and federal statutes and regulations related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of race, religion, sex, sexual orientation, gender identity, color, national origin, age, or disability. The Engineer shall provide all information and reports, and permit access to its records, as determined by the Department of Transportation to be necessary to ascertain compliance with this section. If the Engineer fails to comply with this section, the Local Agency may withhold payments under the Agreement or cancel, terminate, or suspend the Agreement.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 - 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this ____ day of _____, 20__.

Executed by the County/City this __ day of _____, 20__.

FOR: CITY OF CARTHAGE, MISSOURI

BY: _____
Mayor

ATTEST: _____
City Clerk

FOR: ZANEVAN ENGINEERING, LLC.

BY: _____
President

ATTEST: _____

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

City Clerk

ATTACHMENT A

Scope of Services

See ARTICLE I – SCOPE OF SERVICES

ATTACHMENT B

ESTIMATE OF ENGINEERING COST

City of Carthage, Missouri

Project BRO-R117002

Bridge #0720003 on 3rd Street Over Tributary of Spring River

CONSTRUCTION PHASE					
	Principal	80		\$57.69	\$4,615.20
	Project Manager	160		\$49.04	\$7,846.40
	Senior Technician III - Construction Inspector	320		\$42.00	\$13,440.00
	Project Coordinator	120		\$34.00	\$4,080.00

	Subtotal	680			\$29,981.60
	Overhead			96.78%	\$29,016.19
	Subtotal				\$58,997.79
	Other Direct Costs				
	Travel, @\$0.725/Mi.	500			\$335.00

				Subtotal Direct Costs	\$335.00
	Fixed Fee @14.5%				\$8,554.68
	CONTRACT CEILING, CONSTRUCTION PHASE				\$67,887.47

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment E
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment F – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants

Fig. 136.4.1 Contract

Revised 01/27/2016

Local Federal-aid Transportation Projects

Firm Name (Consultant): Zanevan Engineering, LLC

Project Owner (LPA): City of Carthage, Missouri

Project Name: BRO-R117002 Bridge #0720003 on 3rd Street Over Tributary of Spring River

Project Number: BRO-R117002

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☒ No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

☐ Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Printed Name: Josiah Bayless

Signature: _____

Date: _____

Consultant

Printed Name: Jason Eckhart, PE

Signature: _____

Date: _____

RESOLUTION NO. 2114

A RESOLUTION PROVIDING FOR THE FORMAL ACCEPTANCE OF A DONATION TO THE CITY OF CARTHAGE'S FIRE DEPARTMENT BY THE CITY COUNCIL OF THE CITY OF CARTHAGE, MISSOURI PURSUANT TO CITY POLICY.

WHEREAS, periodically, private individuals and agencies would like to make donations and grants to the City of Carthage for general or specific purposes; and

WHEREAS, the City has adopted a policy to formalize the conditions and procedures to be followed by the City in accepting said donations and grants, and to assist the City Council in evaluating the impact of proposed donations and grants on the resources of the City of Carthage; and

WHEREAS, This policy also establishes guidelines that ensure donations occur at arm's length from any City decision-making process, and provide criteria and process for the acceptance of donations; and

WHEREAS, The City Administrator has prepared and submitted a report evaluating the impact of the proposed donations or grants on the resources of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, THE MAYOR CONCURRING HEREIN, AS FOLLOWS:

That the City of Carthage, Missouri accepts a donation of a pool table (value \$500) from Valerie Berry and family.

PASSED AND APPROVED THIS ____ DAY OF ____, 2026.

David B. Flanigan, Mayor

ATTEST:

Miranda Deal, City Clerk

CITY ADMINISTRATOR DONATION REPORT:

The City Administrator shall prepare a report evaluating the impact of all proposed donations or grants on the resources of the City. This report must include both the immediate costs of placing said donation into service or program into action and the costs required to maintain or continue the program in future budget years. Such costs may include analysis of annual personnel, repair and maintenance and equipment expenditures and any future capital improvements required by the donation. The report must be submitted to Council at the same time acceptance of the donation or grant is to be considered. If additional operating costs are associated with the acceptance of the donation, the Council shall identify the source of revenues to defray the additional costs at the time of acceptance.

The pool table will be placed at one of the fire stations as determined by the Chief. There is no adverse impact or additional operating costs in reference to this donation.

RESOLUTION NO. 2115

A RESOLUTION APPROVING THE RECOMMENDATION OF THE McCUNE-BROOKS REGIONAL HOSPITAL TRUST FOR THE DISTRIBUTION OF FUNDS IN THE AMOUNT OF \$65,000.00 FROM THE RESTRICTED TRUST FUND TO THE JASPER COUNTY YOUTH FAIR

WHEREAS, the City of Carthage established the McCune-Brooks Regional Hospital Trust (Trustee) in December 2011 for the benefit of the citizens of Carthage, as an irrevocable common law trust under Missouri law; and

WHEREAS, the City approved the sale of the Hospital Property, including all property described as the "Leased Property" and the "Assumed Assets" under the Lease, to Mercy-Carthage for the Purchase Price; and

WHEREAS, the remaining amounts paid by Mercy-Carthage pursuant to the Asset Purchase Agreement were deposited in the McCune-Brooks Regional Hospital Trust; and

WHEREAS, the Grantors of the Trust have agreed that as part of the Lease Agreement all net lease proceeds received by Grantor shall be held, administered, and distributed upon the recommendations of the Trustee, subject to the approval of the City Council; and

WHEREAS, the Trustee may at any time make recommendations for distribution of the principal, and net income, subject to the approval of the City Council, for only the following purposes:

- a) to or for the benefit of the welfare and healthcare related purposes of the citizens of the greater Carthage,. Missouri metropolitan area;
- b) to reconstitute and provide funds to operate the Hospital, if needed, upon termination of the Lease Agreement;
- c) to pay any liabilities and obligations of McCune-Brooks under the Lease Agreement;
- d) to enforce the terms of the Lease Agreement, including hiring consultants and attorneys;
- e) to pay the costs necessary for McCune-Brooks to continue its affairs during the term of the Lease Agreement and to wind up its affairs during the Lease Term, including the cost of attorneys, auditors and accountants; and

WHEREAS, the Trustee has recommended the distribution of funds pursuant to section a) above, for grant awards to the following recipient:

JASPER COUNTY YOUTH FAIR

\$65,000.00

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, THE MAYOR CONCURRING HEREIN, AS FOLLOWS:

That the City Council of the City of Carthage, Missouri does hereby approve the recommendation of the Trustee for the distribution of funds pursuant to section a) above, and the attached application.

PASSED AND APPROVED THIS 9th DAY OF DECEMBER, 2025.

ATTEST:

David B. Flanigan, Mayor

Miranda Deal, City Clerk

Application Date: 12/22/2025

MCCUNE BROOKS REGIONAL HOSPITAL TRUST
Data Sheet for Organizations
Requesting Grants

PLEASE NOTE: The McCune Brooks Regional Hospital Trust will review the data supplied herein making its determination as to whether or not it will recommend to the Carthage City Council that a grant be made to your organization. However, by reviewing your request and the information supplied herein, the Trust is in no way making any commitment to grant funds to your organization pursuant to this or any other request. Further, the Trust may, at its option, request additional information and such requests by the Trust should not be considered a commitment by the Trust to make any grant to your organization. The Carthage City Council must ultimately approve the Trust's recommendation for funding before any grant of funds can be made.

1. Legal name of your organization: Jasper County Youth Fair, Inc.
2. Is your organization an organization qualified as a 501(c)(3) tax-exempt organization by the IRS or qualified in any other manner by the IRS as a tax-exempt entity? YES X NO
 - a. If your organization has qualified as a tax-exempt organization, please attach a copy of the IRS qualifying letter or such other documentation you are relying upon to establish your organization's tax-exempt status.
3. Please provide your organization's taxpayer identification number: 20-2833959
4. Please write a brief statement of the purpose of your organization. If you need additional space, you may write on the back of this form or attach a separate statement to this form.
The purpose of JCYF is to provide various means of education while promoting and improving agriculture, horticulture, domestic science and art, and the rearing of better livestock to promote greater involvement among youth and adults in our community.
5. How much money is your organization requesting from the McCune Brooks Regional Hospital Trust?
\$65,000
6. When does your organization anticipate the need for funds it is requesting? March 2026
7. Please write a brief statement as to the purpose for which these funds are being requested. If you need additional space, you may write on the back or attach a statement to this form.
We are requesting funding to replace the Poultry/Equipment storage barn at Municipal Park.
We have received a partial grant request from Steadley Foundation for \$100,000 to
complete this project with a total cost of \$165,000. We feel like this is the right time to
complete the building project for the 4-H/FFA exhibitors. This project also includes shade
awnings over the sheep/goat and cattle wash racks. Also, to put a new pole style canopy
over the 4-H concession stand to stop water from running into the concession stand during
raining. The current Poultry Barn floods during rains and leaves us in standing water and
mud. Construction includes building up the area and on a concrete pad.

8. If the McCune Brooks Regional Hospital Trust consents to recommend a grant to your organization of the funds requested for the purpose you have set forth in your response to Item 7 above, it will be because the trustee has determined that the purpose forwarded by the grant is for the general welfare and healthcare benefit of the citizens of Carthage, Missouri, and healthcare related purposes of the greater Carthage, Missouri, metropolitan area. Please write a brief statement as to how this requested grant to your organization will meet these purposes. If you need additional space, you may write on the back or attach a statement to this form.

JCYF is compassionate about our 4-H and FFA community and their well-being. Working with animals improves mental health. It reduces anxiety, promotes physical activity, and fosters a sense of belonging. It promotes verbal communication and following instructions. It teaches children to care about our community and animals.

9. What are the sources of funds your organization relies upon to achieve its goals? You need not list individual donors by name. Also, please provide a balance sheet and income statement for your organization.

JCYF relies on donations to fund our program. The balance sheet is attached.

10. Please list the name, address, Email address & phone # of the presiding officer of your organization.

Pres.-Shawn Pryer, 8442 Apple Rd, Sarcoxie. shawnpryer@hotmail.com 417-825-0598
 V Pres.- Rob Pope, 13741 N 4th St, Jasper. popeshoghouse@yahoo.com 417-838-6076
 2nd V Pres. -Zack Mason, 9531 CR 118, Carthage. zmason@racebros.com 417-388-2735
 Treas.- Bradley Moll, 19014 Old Trail Rd, Jasper. bsmrz9@gmail.com 417-850-9929
 Sec.- Roxanne Willard, 8660 Fir Rd, Reeds. roxanne.willard@leggett.com 417-793-2857

11. Please list the names, addresses, and phone numbers of four (4) officers or members of your organization, other than your presiding officer, who will be available to the Trust, or Trust's appointee, for the purpose of interviews about the organization and for the purpose of being a source of information about your organization.

1. Secretary - Roxanne Willard

8660 Fir Rd, Reeds, MO 64859

417-793-2857

2. Kendra Jackson

615 N Ball St

Webb City, Mo 64870

417-793-5001

3. Janie Garner - Missouri Extension Center

923 Poplar

Carthage MO 64836

417-388-3020

4. Ryan Seela - board member

19147 CR 50

Jasper, MO 64755

417-388-3436

12. Please identify an individual for follow up contact to review effectiveness of the grant.

Roxanne Willard

Completed Affidavit must be included with application for consideration!

501(c) (3) VERIFICATION AFFIDAVIT

The undersigned, a duly appointed officer of Jasper County Youth Fair, Inc., (hereinafter referred to as the "Organization") hereby certifies that, as of the date shown below, the Organization is operating as an exempt organization as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, that said Organization has provided to the McCune Brooks Regional Hospital Trust a copy of its letter from the Internal Revenue Service informing the Organization of the determination of its exempt status, and that the Organization has not in the past year lost or relinquished its exemption status for any reason.

Dated this 22 day of December, 2025.

Jasper County Youth Fair, Inc.

(Name of Organization)

BY: Roxanne Willard
Signature

Roxanne Willard
Typed Name and Title
JCYF - Secretary

Submit this completed application to:

**McCune Brooks Regional Hospital Trust
c/o Schmidt Associates
1105 Industrial Drive
Carthage, MO. 64836**

Requests will be reviewed at the next scheduled meeting of the Trustees.

RESOLUTION NO. 2116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARTHAGE GRANTING AN ADMINISTRATIVE LOT SPLIT FOR PROPERTY LOCATED AT 1055 JAMES STREET (MANLEY’S ADDITION LOT 28) AS REQUESTED BY MAYRA MORALES HERNANDEZ

WHEREAS, Article II Section 22 of the Code of Carthage provides for the approval of plats for subdivisions in the City of Carthage; and

WHEREAS, Section 22-21 provides for exemptions from the full provisions of the article with approval by the Mayor and City Council; and

WHEREAS, city staff reviewed the application and the proposed land split map for completeness and accuracy; and

WHEREAS, staff presented its recommendation to the Public Works Committee at its regularly scheduled meeting of February 3, 2026 for action, where it was then referred to the Zoning Board of Adjustments; and

WHEREAS, on February 25, 2026 the Zoning Board of Adjustments considered and discussed the staff recommendation and voted unanimously in favor of recommending said administrative lot split to the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, THE MAYOR CONCURRING HEREIN, AS FOLLOWS:

That pursuant to Section 22-21 (d) of the Code of Carthage, the administrative lot split located at 1055 James Street (Manley’s Addition Lot 28), in the City of Carthage, Missouri as recommended by the City’s Zoning Board of Adjustments is hereby approved as submitted (attached)

PASSED AND APPROVED THIS _____ DAY OF _____, 2026

David B. Flanigan, Mayor

ATTEST:

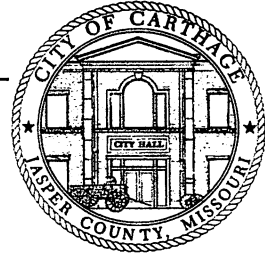
Miranda Deal, City Clerk

Sponsored by: Zoning Board of Adjustments and Public Works Committee

Maps/plat of property will be included. 3pgs.

VARIANCE APPLICATION

(Complete and return to Public Works Department. Write 'n/a' if not applicable to the request)



Date: 02/05/2026 Filing Fee: \$100

Property Address: 1055 James

Applicant: Mayra Elizabeth Morales Hernandez

Telephone: (417) 356-6514

Mailing Address: 1055 James

City: Carthage

State: MO

Zip: 64836

Email: mayamoraes107@icloud.com

Name of current Property Owner: Mayra Elizabeth Morales Hernandez

Telephone: (417) 356-6514

(If other than the Applicant)

Mailing Address: 1055 James

City: Carthage

State: MO

Zip: 64836

Email: mayamoraes107@icloud.com

Legal Description of Property:

(Attach separate sheet if necessary)

Manley's Addition Lot 28

Present Use of Property: Residential

Proposed Use of Property: Residential

Zoning Variance sought:

To divide approximately 50 X 50 (2,500 sq. ft) area off the west side of 1055 James (Lot 28 - 7,500 sq. ft.) to convey to the neighboring property located at 619 E Budlong (Lot 29 - 2,500 sq. ft.)

Section of City Code from which the variance is sought:

Sec. 22-52 Lot Sizes.

Land Use abutting or adjacent to site:

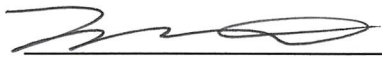
North	Residential
South	Residential
East	Residential
West	Residential

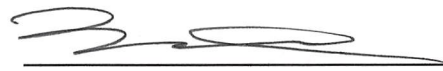
Zoning:

B - Second Dwelling
B - Second Dwelling
B - Second Dwelling
B - Second Dwelling

	YES	NO
UNIQUENESS: The variance requested arises from conditions which are unique to the property in question, which are not ordinarily found in the same zoning district, and which are not caused by actions of the property owners or applicant. Such conditions include the peculiar physical surroundings, shape, or topographical condition of the specific property involved which would result in a practical difficulty or unnecessary hardship for the applicant, as distinguished from a mere inconvenience, if the requested variance was not granted.	X	
ADJACENT PROPERTY: The granting of the variance will not be materially detrimental or adversely affect the rights of adjacent property owners or residents.	X	
HARDSHIP: The strict application of the provisions of the zoning regulations from which a variance is requested will constitute an unnecessary hardship upon the applicant. Although the desire to increase the profitability of the property may be an indication of hardship, it shall not be a sufficient reason by itself to justify the variance.		X
PUBLIC INTEREST: The variance desired will not adversely affect the public health, safety, morals, order, convenience, or general welfare of the community. The proposed variance shall not impair an adequate supply of light or air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values within the neighborhood.	X	
SPIRIT AND INTENT: Granting the requested variance will not be opposed to the general spirit and intent of the zoning regulations.	X	
MINIMUM VARIANCE: The variance requested is the minimum variance that will make possible the reasonable use of the land or structure.	X	

(Please attach any additional information you feel necessary for consideration of this request)


Owner's Signature


Applicant's Signature

Office Use Only:	Date Received: 2/4/2026	Historic District:	Filing Fee: WAIVED / ADMINISTRATIVE
Date for City Staff Review:	Date Application is Complete:		LOT SPLIT
Planning & Zoning Commission Meeting Date:		Ruling:	
ZONING BOARD OF ADJ. 2/25/26			

Zoning & Board of Adjustment

Staff Report

Owner, Mayra Elizabeth Morales Hernandez, has proposed a lot split at 1055 James. Pursuant to city code, Sec. 22-21 d, staff shall present its recommendation to the Public Works Committee. It was Staff's recommendation to take no action as this would create a sub-standard lot and was recommended to forward to the Zoning Board of Adjustments. We then notified the property owner that next available option was to seek a variance.

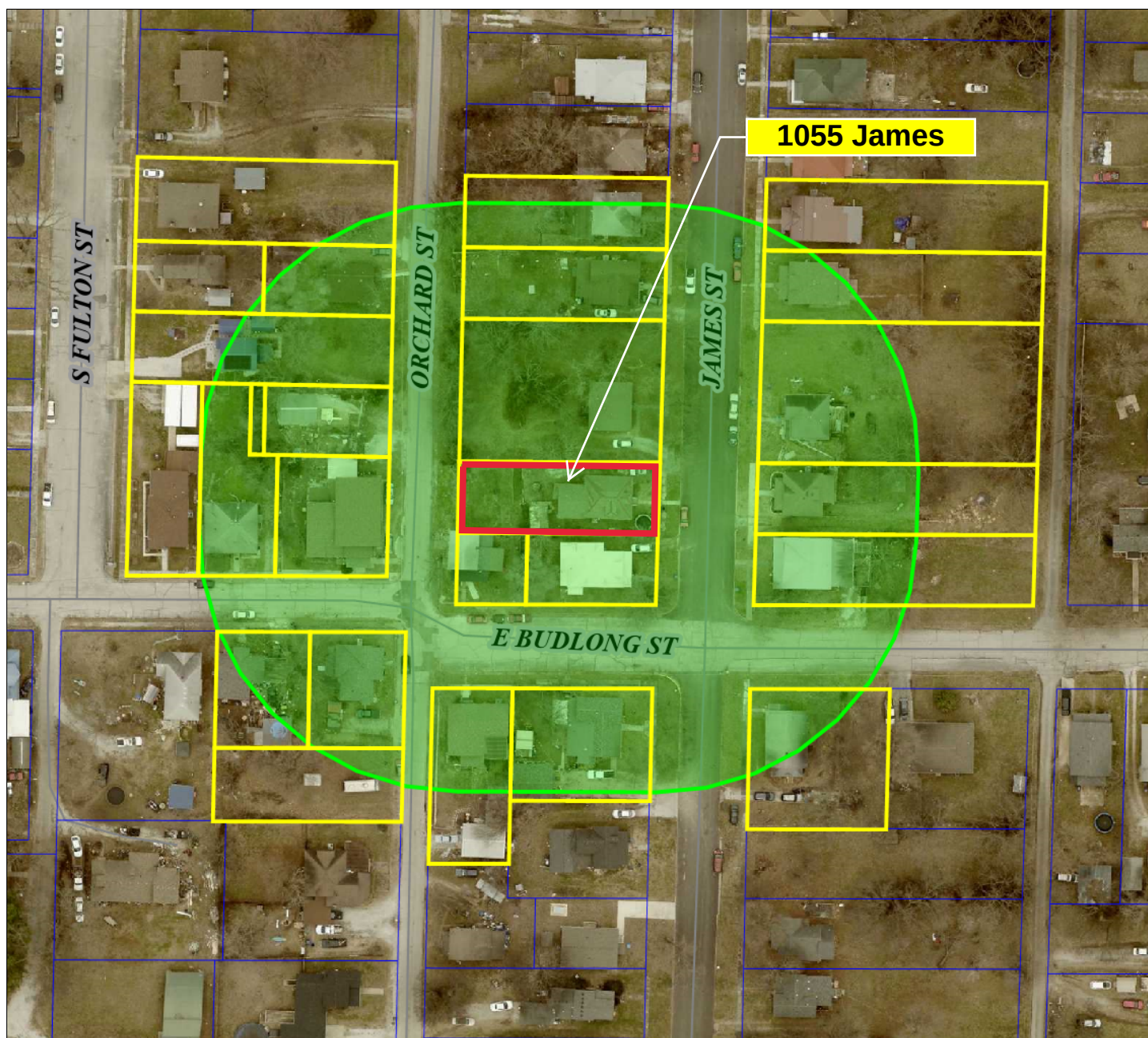
Adjacent Land Use/Zoning

This property is Zoned "B" (Second Dwelling) which is consistent throughout this area.

Staff Recommendations

At this time staff would recommend the Commission to allow a variance to be approved, as this would ultimately be done to help increase the size of a neighboring property although creating its own substandard lot. If approved, it would create all three lots that adjoin one another similar in size. The adjacent property that would be purchasing the new lot is currently 2,650 square feet and with addition of the newly created lot would increase its size to approximately to 5,000 square feet.

185' Property Ownership Map / 1055 James



Date created: 2/5/2026

Last Data Uploaded: 2/5/2026 1:40:08 AM

Developed by  **SCHNEIDER**
GEOSPATIAL







RESOLUTION NO. 2117

A RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE GENERAL REVENUE FUND FOR FISCAL YEAR 2025-2026 FOR A LINE-ITEM ADJUSTMENT TO CAPITAL OUTLAY FOR THE INSTALLATION OF PARK PLAYGROUND LIGHTS

WHEREAS, the City adopted a budget and appropriated funds for fiscal year 2025-2026; and

WHEREAS, unanticipated expenditures are expected to exceed the original adopted budget in the General Revenue Fund and budgetary changes are necessary within this fund to provide increased appropriation levels; and

WHEREAS, the City may increase the current year adopted budget through supplemental appropriations; and

WHEREAS, the Budget Ways & Means Committee met and discussed additional appropriations at a meeting on March 9, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, THE MAYOR CONCURRING HEREIN, AS FOLLOWS:

That the City hereby approves the implementation of a line-item adjustment to the Capital Outlay line item in the General Revenue Fund for \$15,000.00 for the installation of park playground lights. These funds will be used out of the McCune Brooks Regional Hospital Trust Grant that the City received.

PASSED AND APPROVED THIS _____ DAY OF _____, 2026.

David B. Flanigan, Mayor

ATTEST:

Miranda Deal City Clerk

Sponsored by: Budget Committee

Overall Goals and Priorities for Establishing Fiscal 2026

Budget

The City allocates limited resources to programs and services through the budget process. A budget is a document that sets forth the financial plan the City will follow in providing services to its citizens in any given year. It contains guidelines for normal operations as well as capital improvements to benefit the future of the City. Primary among the responsibilities that the City has to its citizens is the care of public funds and wise management of government finances while providing for the adequate funding of the services desired by the public and the maintenance of public facilities. The budget is also an instrument whereby basic policies of the City can be presented along with their impact on services and operations. Further, the budget is used to monitor operations and assist its Department Heads in performing their directives. Finally, the budget is the device that communicates to its readers the direction the City will follow in the future. As a result, it is one of the most important activities undertaken by the City. As the focal point for key resource decisions, the budget process is a powerful tool. The quality of decisions resulting from the budget process and the level of their acceptance depends on the characteristics of the budget process that is used.

Unlike private entities, there are no “bottom line” profit figures that assess the financial performance of the City, nor are there any authoritative standards by which City officials can judge themselves. Instead, City Council and management work together to set goals and objectives that measure the performance and effectiveness of municipal programs and services.

The mission of the budget process is to help decision makers make informed choices about the provision of services and capital assets and to promote stakeholder participation in the process. The principles of the Budget Process are: 1). Establish Broad Goals to Guide Government Decision Making. 2). Develop Approaches to Achieve Goals. 3). Develop a Budget Consistent with Approaches to Achieve Goals. 4). Evaluate Performance and Make Adjustments.

Vision

Carthage is a prosperous city of opportunity -- a great place to raise a family and a vibrant destination that maintains its historical character while welcoming the future.

Mission Statement

The mission of the City of Carthage is to provide and maintain essential, quality public services that meet the collective basic needs of our residents in a cost effective, responsive, and professional manner given the changing needs and resources available and to identify and seize opportunities for a higher quality of life, while protecting our legacy and maintaining our historical sense of community values.

Budget

As provided in the Code of Carthage, The budget shall provide a complete financial plan for City funds and activities for the ensuing fiscal year. Additionally, the City of Carthage shall annually adopt a balanced budget. A balanced budget is where a fund's expenditures are less than or equal to revenues and available

fund balances. Any year-end operating excess of revenues and other sources over expenditures and other uses in a fund will revert to the appropriate fund balance for use in maintaining fund balance levels set by policy and be available for appropriation by the Council.

The **overall goals and priorities** for the Fiscal 2026 Budget year are:

- To continue to deliver quality and efficient services residents expect from the City of Carthage conditioned upon adequate resources available to the City.
- To the greatest extent possible, efforts shall be made to maximize the effective use of the limited resources available to the City.
- To provide budgetary control through accurate tracking of expenditures against budget projections and take any corrective action as necessary.
- **Priority** will be given to those items necessary to **maintain core service levels**. Funding for expanded services and new programs will be considered after existing services are adequately funded.
- The Budget shall provide for adequate **maintenance of capital plant and equipment** and for their orderly replacement.
- To the greatest extent possible, the budget shall be structured to provide City employees with a safe and pleasant work environment, **adequate compensation** including analysis of the impact the changes to Missouri's minimum wage, and the proper tools to accomplish the tasks assigned to them. Staff will continue to monitor the implementation items adopted from the Compensation Study approved in Fiscal 2025 and prepare for the implementation of a 2.7 % COLA. Any consideration of employee step increases or merit increases will be contingent upon available budget resources after essential operating costs and capital needs are addressed.
- Staff shall continue to monitor the current **level of benefits** associated with compensation to determine if changes are warranted due to the current financial situation including modification of the wellness program.
- **Avoid** "Feast and Famine" budgetary actions which allow some City operations to thrive while others fail in their public mission.
- Using software to design the **Budget Document** and procedures that are useful to the Mayor, Council, Department Heads and the public.
- For fiscal 2026, city officials who are tasked with creating a budget were given the following goals.
 - Make use to the McCune Brooks Foundation funding for implementation of applicable parts of the Parks Master Plan.
 - Spend or allocate all money in "special tax funds" first, spending money from the general fund last.
 - Making the 5-year capital plan realistic, including projects than can/will need to be completed in the next 5 years.
 - To focus on transportation and infrastructure projects, including finding funding sources for bridge replacement.
 - Reevaluate the Cost Recovery model implemented by council, primarily regarding parks
 - Evaluate the future of degrading buildings in the city, to include the pool and pool house, the pro-shop and perhaps others.

-
- To publicly communicate to voters how special tax funds (such as the use tax), have been allocated and spent.
 - To create, foster and promote an environment conducive to attracting, expanding and retaining business and industry; promoting economic vitality and diversifying the City's tax base, and improving the overall quality of life for the citizens of Carthage. Preference and focus to be placed on development and infrastructure needs including housing concerns.
 - Review of Annexation issues to provide a rational, consistent and objective methodology for making annexation decisions when seeking to annex property within the City's development area.

Revenues

Current on-going revenues will be sufficient to support current on-going operating expenditures to as great an extent as possible.

- The City will seek to **avoid** dependence on temporary or unstable revenues to fund conventional City services.
- The City will seek to **avoid** dependence on state/federal revenues to fund ongoing conventional City services.
- General Fund **services** should be supported by taxes and user fees to the extent appropriate for the character of the service and its user.
- **Revenue estimates** will be based on the following factors:
 - Legislative action
 - Consultation with departments directly involved in raising certain revenues
 - Review of revenue history
 - Economic trends (both locally and nationally)
 - Current indexes (both locally and nationally)
 - Grant funds or similar contractual revenue of a temporary nature will be budgeted only if they are committed at the time of the preliminary budget. Otherwise, separate appropriations will be made during the year as grants are awarded or contracts made.

Expenditures

- All budget submissions will be reviewed in light of changes in appropriate inflationary indexes and the overall economic conditions.

Capital Improvements Program

- The City prepares a five year Capital Improvements Program (CIP), updated annually, including projects and equipment for all funds. This program was funded annually through either unreserved fund-balance funds, or on-going revenues from all applicable funds. There is now a dedicated funding mechanism for appropriate capital projects through the renewal of the one-half cent Capital Improvements Sales Tax. The vote to renew allocated 100% to City capital projects. Additionally,

the Parks/Storm Water Sales Tax was increased and extended in 2015 to allow for 40% of collections to go directly to the Library and 60% to the City. The City's portion will go to paying off the remaining debt service on the Library Expansion Issue and to Parks and Storm Water projects. Staff will recommend distribution between Parks and Storm Water projects established on a priority basis. The CIP is considered by the City Council at the same date as the annual operating fund budgets. The budget year projects are included in the annual budget of the specific department.

Evaluation criteria that are used to consider and prioritized projects for funding are:

- The project's need to meet legal mandates (Federal, State, and Local).
- The project's impact on health and safety issues.
- The project's meeting a current deficiency.
- The impact of the project's deferral.
- Conformance to adopted plans.
- Neighborhood development impact.
- Impact on quality of life (environmental, aesthetic, and social effects).
- Economic development impacts.
- Relationship to other projects.

Investments

- The primary objective of the City's investment activities is the preservation of capital and the protection of investment principal. Diversification and yield compromises are required so that potential losses on individual securities do not exceed other investment-generated income.
- Investments shall be made to provide sufficient liquidity to meet the funding needs of the City as they arise. Liquidity is defined as the capability to convert cash, when required, without adversely affecting principal or interest.
- Cash assets shall be managed to produce the highest return available consistent with safety and liquidity. The market average rate of return shall be the net investment earnings objective.
- The investment officer shall competitively bid all investments.

Debt Policy

- When considered necessary, long-term debt may be used to provide for capital acquisitions and construction. Long-term debt will not be used to fund operating expenses except in extraordinary circumstances as authorized by the City Council.
- The City will evaluate the issuance of any debt instrument in view of its long range Capital Improvements Program on projects that are more than routine and when project cash requirements exceed normal cash flow (pay as you go) payment.
- The City will evaluate issuing debt instruments on a case by case basis with an analysis of its impact on the City's overall financial position.

-
- The City's preference for the issuance of debt would be revenue bonds, special assessment bonds or other self-supporting bonds rather than General Obligation Bonds which are supported entirely by property taxes.
 - The maturity date of any issue will not exceed the reasonable expected useful life of the project so financed.
 - Inter-fund loans may be provided at interest rates determined by current outside investments. Such loans should be paid back based on a schedule approved by the City Council.
 - The City will evaluate the use of **Lease Purchasing** based on the length of the useful life of the asset, interest costs and the duration of the payment schedule.
 - City staff and the City's financial advisor monitor the municipal bond market for opportunities to obtain interest savings by **refunding** outstanding debt. As a general rule, the net present value savings of a particular refunding should be in the range of 3-5% of the refunded maturities for further consideration.

Budgetary Fund Balance Policy

It is essential that governments maintain adequate levels of **fund balance** to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenditures), to provide sufficient cash flow to meet operating needs and to ensure stable tax rates. The City must meet these financial obligations year-round, which would be difficult, if not impossible, without maintaining a certain minimum fund balance due to the cyclical nature of revenues, expenditures, and capital projects. **Fund Balances** are the foundation of financial flexibility. **Fund Balances** provide a government with options to provide a financial base sufficient to sustain municipal services, which maintain the social well-being and physical conditions of the City, the ability to withstand local and regional economic trauma, to adjust to changes in service requirements of the City, and to respond to other changes as they affect the community. Additionally, suitable fund balance levels permit a city to maintain an appropriate credit rating in the financial community and assure taxpayers that city government is maintained in sound fiscal condition. The City will maintain cumulative fund balances to provide counter-cyclical balance, to protect the City from unforeseen contingencies and to allow an accumulation of resources to finance foreseeable general governmental capital projects. The objective of the fund balance policy is not to hold resources solely as a source of interest revenue, but rather to provide adequate resources for cash flow and contingency purposes, while maintaining reasonable tax rates and charges for services. Fund balances shall be adequate to handle unexpected decreases in revenues plus extraordinary unbudgeted expenditures and unforeseen circumstances. These funds may be used at the City's discretion to address situations such as, temporary cash flow shortages, emergencies, unanticipated economic downturns, and one-time opportunities.

- Annual budgets for the General Fund have used portions of the unassigned fund balance for capital projects and acquisitions. City staff went through an exercise of determining the appropriate level of the Unassigned Fund Balance in the General Fund as outlined in the GFOA's Recommended Practice. The analysis indicated the City had a moderate to high level of risk to retain through reserves. The Budget Ways & Means Committee therefore recommends an Unassigned Fund Balance in the General Fund of 35% of expenditures, as a minimum.
- The General Fund's Unassigned Fund Balance will be calculated based on the adopted annual operating budget. These funds will be used to avoid cash flow interruptions, generate interest

income, reduce need for short term borrowing, cover unforeseen catastrophes and assist in maintaining what is considered an investment grade bond rating capacity, in addition to possibly supplement on-going revenues and expenditures where warranted.

- For Fiscal 2026 the Committee recommends spendable fund balances be set at a level commensurate with maintaining core services and personnel levels as specified above for other than General Fund purposes.
- Any set aside projects will be in addition to these amounts.

Annual Audit

Section 3.8 of the Charter of the City of Carthage states the Council shall provide for an independent audit of all City accounts at least annually. An annual audit shall be performed by an **independent** accounting firm which will issue an official opinion on the annual financial statements with a management letter detailing areas that could be improved. The product, or results, of an audit is a report of how appropriately an organization's financial statements depict its financial condition and results of its operations. Bondholders, outside creditors and the taxpaying citizen are interested in having an audit as additional assurance of the reliability of the financial statements. These individuals can rely on the auditor's opinion that the statements are fairly presented in accordance with generally accepted accounting principles (GAAP) on a consistent basis. As the budget is a complete financial plan for City funds and activities for the ensuing fiscal year, the Audit concludes the yearly budget process. Bondholders, outside creditors and the taxpaying citizen are interested in having an audit as additional assurance of the reliability of the financial statements. These individuals can rely on the auditor's opinion that the statements are fairly presented in accordance with generally accepted accounting principles on a consistent basis. The auditors must be a **CPA** firm that has the breadth and depth of staff to conduct the City's audit in accordance with generally accepted auditing standards and contractual requirements. Section 105.145 of the Revised Statutes of Missouri (RSMo) requires all municipalities to file an annual financial report with the State Auditor's office.

Budgetary Controls

The City shall maintain a budgetary control system to ensure adherence to the adopted budget and associated appropriations. Monthly **reports** shall be provided comparing actual revenues and expenditures to budgeted amounts. The legal level for expenditure control is the Fund level. Each Department Head is responsible for the budget in their respective departments. In order to enhance the ability to successfully execute the budget, achieve long-range goals, facilitate achievement of programmatic, financial goals, and promote budgetary compliance, the Level-of-Control for administration of the Budget is established at the category level. Within the General Fund the Budget Officer is authorized to transfer budgeted amounts between categories and departments within operating funds provided such **transfers** do not alter total expenditures approved by the City Council for the Fund. Any increase in appropriation at the fund level, whether accomplished through a change in anticipated revenues in any fund or through a transfer of appropriations among departments, shall require the approval of the City Council. Such amendment shall be provided by formal action of the City Council.